



City of Danville, Virginia

PO Box 3300
Danville, VA 24543

427 Patton Street, Rm 304
Danville, VA 24541

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REQUEST FOR PROPOSAL

RFP 19-20-021

"Comprehensive Compensation Study"

1.0 GENERAL CONDITIONS

1.1 Intent

It is the intent of this "RFP" to secure a firm to conduct comprehensive compensation study for the City of Danville as outlined in Attachment A Scope of Work.

1.2 Deadline

Sealed proposals shall be submitted no later than Friday, August 30, 2019 at 5:00 PM to:

City of Danville
Purchasing Department
Attn.: J. Gary Via
427 Patton Street, Room 304
Danville, VA 24541

1.3 Questions

Any questions concerning this Request for Proposal should be directed to J. Gary Via (434) 799-6528 option 4.

1.4 Code Compliance

This procurement process is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be

obtained by writing the City of Danville, Purchasing Department, PO Box 3300, Danville, Virginia 24543.

1.5 Equal Opportunity

During the performance of this contract, the Vendor agrees as follows:

1.5.1 The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.5.2 The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

1.5.3 The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.

1.5.4 Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this article.

1.5.5 The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

1.6 The City of Danville does not discriminate against faith-based organizations

1.7 Drug Free Work Place

During the performance of this contract, the Vendor agrees to

- a. Provide a drug-free workplace for the Vendor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace

- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

1.8 Proposals Binding Ninety (90) Days

Unless otherwise specified all formal proposals submitted shall be binding for ninety (90) calendar days following closing date unless extended by mutual consent of both parties.

1.9 Permits

The Vendor shall, at his own expense, secure any business or professional licenses, permits, or fees required by the City of Danville or Commonwealth of Virginia.

2.0 CODES & STANDARDS

2.1 The Vendor, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulations of the agencies of each. The vendor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

3.0 SCOPE OF SERVICES

The scope of services requested is described in the attached Appendix A: Scope of Services.

4.0 VENDOR'S RELATIONSHIP TO THE CITY

4.1 Subcontracting

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall,

under any circumstances, relieve the Vendor of its liability and obligation under this Contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

4.2 Novation

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools and equipment.

5.0 RESPONSIBILITIES OF THE CITY

5.1 The City designates Sara Weller, Director of Human Resources, to act as its representative with respect to the services to be rendered under any subsequent Agreements. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the Vendor's services for the Project.

5.2 Shall assist the Vendor by placing at his disposal all available information pertinent to the Project.

5.3 Guarantee access to and make all provisions for the Vendor to enter upon public and private property as required for the Vendor to perform his services under this Agreement.

5.4 Furnish all required approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

5.5 Give prompt written notice to the Vendor whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Vendor's services.

6.0 INSURANCE/INDEMNIFICATION

6.1 The Vendor, prior to commencing work, shall provide at his own expense, the following insurance to the City of Danville evidenced by certificates of insurance. Each

certificate shall require that notice be given, thirty (30) days prior to cancellation of material change in the policies, to the Director of Purchasing.

- A. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- B. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Danville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

- Comprehensive
- Professional liability
- Premises – Operation
- Products/Completed Operations Hazard
- Contractual Insurance
- Underground Hazard
- Explosion & Collapse Hazard
- Independent Contractor and Subcontractor
- Broad Form Property Damage
- Personal Injury

- C. Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person, and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

- Owned Vehicles
- Non-owned Vehicles
- Hired Vehicles

- D. Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

- E. All policies shall name the City of Danville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.
- F. Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

6.2 The Vendor shall be solely responsible and liable for the accuracy and completeness of all work performed hereunder and hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, suits and proceedings arising out of, based upon or caused by the negligent acts, omissions or errors of, or the infringement of any copyright or patent, by the Vendor, its officers, agents, employees or subcontractors, in the performance of this Agreement. The approval or acceptance by the City of any work performed by the Vendor, its officers, agents, employees or subcontractors, under this Agreement, or any part of such work, shall neither constitute nor be deemed a release from the responsibility or liability of the Vendor, its officers, agents, employees or subcontractors, for the accuracy, completeness, timeliness, and competency thereof, or negligence with respect thereto, nor shall such approval or acceptance constitute or be deemed an assumption by the City of the responsibility and liability for the accuracy, completeness or competency of such work, or any negligence in the performance thereof.

7.0 EVALUATION PROCEDURE

Each proposal shall be evaluated on the following factors:

- How well the overall project plan and timeline meets City needs
- The overall qualifications and experience of the firm and key personnel assigned to the project- Resumes of the project team and samples of work should be provided
- Availability of the firm
- References
- Cost of the services to be provided
- The degree of completeness of the vendor's response to the specific requirements of the RFP

7.1. Award: Selection shall be made deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Invitation for Proposal, including price, if so stated in the Invitation for Proposal.

The City of Danville may cancel this Invitation for Proposal or reject proposals at any time prior to an award. Should the City of Danville determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Vendor's proposal as negotiated.

8.0 AWARD PROCEDURES

8.1 The City shall make such investigation as it deems necessary to determine the ability of proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the Contract, and to deliver the equipment and services contemplated herein.

8.2 The City reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the City of Danville.

8.3 The City may reject any or all proposals submitted if the proposals are found to be missing, leading or falsified information contained in or attached to the Vendor's proposal.

9.0 PROPOSALS (4 COPIES REQUIRED)

Proposals should include the following information in the order detailed.

9.1 Letter of Transmittal

Limit two (2) pages. Make a positive commitment to perform the required work within the time period requested. Also, give the name(s) of the person(s) who will be authorized to make representation for your firm, their title, and telephone number.

9.2 Firm Experience

A short summary indicating your experience and ability to perform. Indicate prior experience of your firm in performing work of this nature especially for public agencies (include references). Provide resumes for key personnel who would be assigned to this project.

9.3 Financial Stability

Submit statement of credibility and proof of financial stability

9.4 Cost

- 1) Indicate total price required for.

Total Price for _____ **\$**_____

Owner may award contract in part or as a whole. The undersigned, as Vendor, hereby declares that he or he and his associates are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company, or parties making a proposal or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Vendor proposed and agrees, if this proposal is accepted, to contract with the City in the form of contract specified, to furnish all necessary equipment, machinery, tools, apparatus, means of transportation, materials, and labor necessary to perform in full and complete the requirements of the specifications and contract documents, to the full and entire satisfaction of the City with definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents.

Everything required to complete the work in accordance with the Contract Documents shall be included in the Proposal.

It is understood and agreed that the City, in protecting its best interest, reserves the right to reject any or all proposals or waive any defects in favor of the City. Any changes, erasures, deletions in the unit or lump sum prices above, modifications in the proposal form, or alternate proposals not specified in the proposal shall make the proposal irregular and subject to rejection.

It is understood that all quantities listed above are estimates only and the City reserves the right to raise, lower, or eliminate any quantity or item and in any case the unit or lump sum prices shall be used in determining partial or final payment.

The Vendor further proposes and agrees hereby to commence work under this contract on Notice To Proceed, and shall fully complete work thereunder within thirty (30) consecutive calendar days from said date.

This proposal is subject to acceptance within a period of sixty (60) days from this date. Following execution of an agreement with the successful Vendor, the City will establish a Notice to Proceed date acceptable to the Vendor to commence work on this contract.

The Vendor further agrees that:

In case of failure on their part to execute the said agreement within the ten (10) consecutive calendar days after written notice being given on award of the contract, the monies payable by the Security accompanying this proposal shall be paid to the City of

Danville, Virginia, as liquidated damages for such failure; otherwise the Security accompanying this proposal shall be returned to the Vendor;

Vendor: _____ Signature: _____
(Signed)

Address: _____ Signature: _____
(Printed or Typed)

_____ Title: _____

Date: _____ Phone: _____

Federal Tax I.D.#: _____ Fax #: _____

Email: _____

City of Danville Business License #: _____

Registered as a vendor under Chapter 175E, Section 4539 (117), Code of Virginia as amended by Chapter 404, Act of Assembly, 1944, Certificate No. _____

ATTACHMENT A: SCOPE OF WORK

The City's classification and compensation system was last reviewed and updated in 2012-2013. In general, the proposed project includes a review of the City's current system, a market study and analysis of comparable public and private sector positions, recommendations for changes to the compensation system and policies governing it, and a cost analysis and recommendation to implement the new system and to address compression. The City's current compensation structure contains assigned pay grades with a minimum, midpoint, and maximum, with the market rate set at the midpoint. The City's classification system has been maintained and kept up to date since the last review, however, classifications should be reviewed, as necessary, to ensure the compensation study is successful.

The City's objectives include updating its current compensation system to:

1. Attract and retain qualified employees;
2. Ensure positions performing similar work with essential the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together;
3. Provide salaries commensurate with assigned duties;
4. Maintain a competitive position with other comparable government entities and private employer.

At a minimum, the selected firm is expected to:

1. Review the City's current compensation plan and understand current challenges with recruiting and retaining employees;
2. Meet with each department director and appropriate departmental staff to understand their recruitment and retention challenges as they relate to compensation, their general hierarchy, and classification structure;
3. Identify and recommend comparable labor markets, including both public and private sector employers for a compensation survey. The recommendations should be provided prior to implementation of the study for approval by City administration and City Council;
4. Develop and conduct a comprehensive compensation survey for City positions;
5. Recommend appropriate salary ranges for each position based on the classification plan, compensation survey results, and the internal relationships and equity;

6. Develop new or recommend changes to the City's current salary structure based on the results of the survey and best practices;
7. Develop new or recommend changes to current policy to assist City staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the positions, how difficult the position is to fill, and market competitiveness.
8. Recommend implementation strategies including calculating the cost of implementing the plan with current employees, and the future impact of the recommended changes;
9. Identify any extreme current individual or group compensation inequities and provide a recommended corrective action plan and process to remedy these situations;
10. Recommend and provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, etc.,
11. Provide system documentation and computer formats/software to administer the pay plan;
12. Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities, such as market surveys;
13. Provide appropriate scoring methods and forms for new classifications and guidelines for adding them to the compensation system appropriately;
14. Conduct a compression analysis to include recommendations for implementation and the cost;
15. Provide comprehensive training to identified members of City staff to ensure the new system can be explained and administered appropriately in the future.
16. Provide the Human Resources Director with regular updates regarding the project status;
17. Conduct and lead meetings with City administration and/or City Council as required at specific milestones (to be determined based on project plan) and at the end of the project;
18. Provide and adhere to a project timeline agreed to by the City.

Optional Services- City would like pricing on the following services if they are not included as a part of the compensation study:

1. Firm shall quote option of a comprehensive benefit survey with the compensation study
2. Firm shall quote option of an extensive review and update all classifications