

ACSA GENERAL TERMS AND CONDITIONS

A. General

1. **CONTACT INFORMATION:** Questions concerning the project should be addressed to the following:
Emily Shifflett
A.C.S.A.
168 Spotnap Road
Charlottesville, Virginia 22911
(434) 977-4511 Ext. 106
2. **COMPETITION INTENDED:** It is the ACSA's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the ACSA in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The ACSA must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.
3. **TAX EXEMPTION:** The ACSA is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished, if requested by the successful Bidder/Offeror.
4. **AVAILABILITY OF FUNDS:** It is understood and agreed between the contractor and the ACSA that the ACSA shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of the contract.
5. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or contractor shall not be discriminated against in the solicitations or award of this contract because of race, religion, color, sex, national origin, age or disability.
6. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court or General District Court of Albemarle County, Virginia. The contractor shall comply with applicable federal, state and local laws and regulations.

B. Qualifications

1. STATE REGISTRATION OF CONTRACTORS: Attention is directed to Chapter 11, Title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all Bidders/Offerors must show evidence of the proper license under the provision of this chapter before such bid/proposal is considered.
2. DEBARMENT STATUS: By submitting their bid/proposals, Bidders/Offerors certify that they are not currently debarred by the ACSA, the Commonwealth of Virginia, the Federal Government, any local government or government agency/entity/authority from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
3. ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the ACSA. By submitting their bid/proposals, all Bidders/Offerors certify that their bid/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement, transaction of any payment, loan, subscription, advance, deposit of money, services or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Bidder/Offeror certifies that to the best of their knowledge, no employee of the ACSA, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Bidder/Offeror, and that no person associated with the Bidder/Offeror has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.

4. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids/proposals, the Bidders/Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
5. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the ACSA all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the

antitrust law of the United States and Albemarle County, relating to the particular goods or services purchased or acquired by the ACSA under said contract. Consistent and continued tie bidding could cause rejection of bids/proposals by the ACSA and/or investigation for Anti-Trust violations.

6. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, Bidders/Offerors certify to the ACSA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Code of Virginia § 2.2-4311, as amended. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, they shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1.E).

7. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

8. **RESPONSIBLE LAND DISTURBER:** The contractor will be required to have on staff, and assigned to this project, a Responsible Land Disturber (RLD) in accordance with the Contract Documents, and the

provisions set forth in the Virginia Erosion and Sediment Control (ESC) Program, established by revisions to the Virginia Erosion and Sediment Control Law (Title 10.1, Chapter 5, Article 4 of the Code of Virginia). Proof of certification for the RLD is not required as a part of the bid/proposal package; however, this information may be requested at a later date (if applicable) during the bid/proposal evaluation phase.

C. Bid/Proposal Period

1. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article which the ACSA, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be accepted. The Bidder/Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the ACSA to determine if the product offered meets the requirements of the solicitation.
2. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder/Offeror will be required to furnish articles in conformity with that specification.
3. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment or materials listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment or material and its appurtenances, shall be considered a part of such equipment or material although not directly specified or called for in the specifications. The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, AWWA regulations, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
4. **EQUIPMENT AND MATERIAL STANDARDS:** Any equipment and material delivered shall be standard new equipment and material,

latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid/Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

5. **BIDDERS INTERESTED IN MORE THAN ONE BID:** If more than one Bid is offered by any one party, either directly or by or in the name of their clerk, partner, or other persons, all such Bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a bid directly for the work, materials or supplies.

D. Receipt of Proposals

1. Proposals for the Classification and Compensation Study will be accepted at the office of the ACSA, 168 Spotnap Road, Charlottesville, Virginia, until 2:00 p.m., local prevailing time on Monday, May 2, 2016.

The signed Proposal and requested documents shall be submitted in a sealed envelope and identified with the following information:

- a. Offeror's name and complete mailing address
- b. RFP number if applicable and title of project
- c. Proposal due date and time

The Qualification Statement (Section 00431) and Contractor's Financial Statement (Section 00432) may be required by the ACSA after receipt of bid/proposals, but are not required as a part of the Bid/Proposal package.

A statement as to available machinery and equipment to undertake the work may also be requested.

2. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate contact related to the solicitation with any ACSA employee, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any ACSA representative, concerning this solicitation, is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
3. **LATE BIDS/PROPOSALS:** No bid/proposal will be received after the time specified for receipt of the bid/proposal. Bids/Proposals received after the time specified shall be returned unopened.

The ACSA is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their

bid/proposal reaches the designated location by the date and hour specified.

4. WITHDRAWAL OF BID/PROPOSALS: A Bidder/Offeror for a contract other than for public construction may request withdrawal of their bid/proposal under the following circumstances:
 - a. Bids/Proposals received at the address shown in the solicitation, prior to the time of acceptance, may be withdrawn on written request from the Bidder/Offeror.
 - b. No bid/proposal may be withdrawn after the time set for opening of Bid/Proposals has passed, except as provided for by the Code of Virginia, Chapter 43, Title 2.2, Section 4330, as amended, and in manner prescribed in the aforesaid Section 11.54, as amended. The ACSA reserves the right to hold the bids/proposals for a period of 90 days after the date set for receipt of bids/proposals.
 - c. Bids/Proposals shall not be withdrawn after award of a contract. No plea or claim of mistake in a solicitation or resulting contract shall be available as a defense in any legal proceeding.

No bid/proposal may be withdrawn when the result would be the awarding of the contract on another bid/proposal from the same Bidder/Offeror or of another Bidder/Offeror in which the ownership of the withdrawing Bidder/Offeror is more than five percent. If a bid/proposal is withdrawn, the lowest remaining bid/proposal shall be deemed to be the low bid/proposal. No Bidder/Offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to, or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded; or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

5. ERRORS IN BID/PROPOSALS: When an error is made in extending total prices, the unit bid/proposal price will govern. When a discrepancy exists between the written word and the numeric amount, the written word shall govern.
6. FAMILIARITY: Each Bidder/Offeror, by making their bid/proposal, represents that they have read and understand the Bidding/Proposing documents, and have familiarized themselves with the local conditions under which the work is to be performed and all State laws and local ordinances and regulations which may affect the conduct of the work or those engaged or employed on the work.

E. Acceptance of Bid/Proposals

1. ACCEPTANCE OF BID/PROPOSALS: Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance. At the end of the ninety (90) calendar days, the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
2. PRICING:
 - a. Prices should be stated in units of quantity as specified on the bid/proposal form.
 - b. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bidder/Offeror. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
 - c. Bid/Proposal prices shall be for complete installation ready for ACSA use and shall include all applicable freight and installation charges; extra charges will not be allowed.
3. FACTORS OTHER THAN PRICE IN AWARD DECISION: The following factors, in addition to price (as they apply), shall be a consideration in the award decision:
 - a. The quality of performance/workmanship of previous contracts, services or products, or references which attest to other specific experiences;
 - b. The timely completion of previous contracts or services or the timely delivery of past orders; or references which attest to other specific experiences;
 - c. The sufficiency of financial resources and its impact on ability of the Bidder/Offeror to perform the contract or provide the services;
 - d. The ACSA reserves the right to conduct on-site inspections of any Bidder's/Offeror's facilities prior to award. The results of said inspection will be considered by the ACSA in determining the

Bidder's/Offeror's capabilities of successfully administering to this contract;

- e. The ability and availability of the Bidder/Offeror to provide both quality and timely maintenance, service, and/or parts;
 - f. The resale value, life cycle costing, and value analysis of a product;
 - g. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required;
 - h. Delivery of a product and timely completion of a project as stated by a vendor in the bid/proposal;
 - i. Substantial compliance or noncompliance with specifications set forth in the bid/proposal as determined by the ACSA;
 - j. Product or parts inventory capability as it relates to a particular bid/proposal; and
 - k. Results of product testing.
4. TIE BID/PROPOSALS: In the case of a tie bid/proposal, the ACSA may give preference to goods, services and construction produced in Albemarle County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to the Code of Virginia § 2.2-4324. If no ACSA or Commonwealth choice is available, the tie shall be decided by lot.

F. Award

1. AWARD OR REJECTION OF BIDS/PROPOSALS: Awards made in response to a Request for Proposal will be made to the highest qualified and responsible Offeror whose proposal is determined, in writing, to be the most advantageous to the Authority taking into consideration the evaluation factors set forth in the Request for Proposal.

That a Bidder/Offeror is "responsible" may be evidenced by the following facts:

- a. they maintain a permanent place of business;
- b. they have adequate financial capability for meeting the obligations inherent in the work;
- c. they have adequate equipment to properly perform the work within the time limit specified; and

- d. they have a competent and experienced organization.
- e. they have performed and completed similar work of similar magnitude in a satisfactory manner.

The ACSA may make such investigations as it deems necessary to determine the Bidder's/Offeror's ability to perform the work and the Bidder/Offeror shall furnish to the ACSA all such information and data for this purpose as the ACSA may request. The ACSA reserves the right to reject any bid/proposal if investigation of such Bidder/Offeror fails to satisfy the ACSA that the Bidder/Offeror is properly qualified to carry out the obligations of the contract.

By the tender of a bid/proposal for performing the work, the Bidder/Offeror warrants that they are experienced in providing these services and are familiar with all phases of the work necessary for a complete job.

The Bidder/Offeror must satisfy themselves of the type of work and quantity of work in the Request for Proposal by examination of the site and a review of the specifications. After a Bid/Proposal has been awarded, the Contractor shall not assert that there was misunderstanding concerning the quantities of work or of the nature of the work to be done as called for in the contract documents.

The ACSA reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the ACSA. The ACSA reserves the right to negotiate with the lowest responsive, responsible Bidder/Offeror should bids/proposals exceed available funds. The ACSA shall reject the bid/proposal if the Bidder/Offeror is deemed to be a non-responsive, or non-responsible Bidder/Offeror.

- 2. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign their Contract, nor any part thereof, nor any monies due, or to become due thereunder, without prior written approval of the ACSA.
- 3. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract by the ACSA shall submit such protest in writing to the ACSA no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The ACSA shall issue a decision in writing within five (5) days after receipt of the protest stating the

reasons for the action taken. This decision shall be final unless the Bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit a Bidder/Offeror to challenge the validity of the terms or conditions of the solicitation.

G. Successful Bidder's/Offeror's Requirements

1. **INSURANCE:** As stated in the Request for Proposal, one or more certificates of insurance evidencing the types and amounts of insurance coverage required to be maintained by the Contractor under the contract documents.

In addition, if the Bidder/Offeror to whom the Contract is awarded refuses or neglects to execute it or fails to furnish the required insurance as herein provided, the award of the contract may be annulled and the contract awarded to the next lowest responsive, responsible Bidder/Offeror and such Bidder/Offeror shall fulfill every stipulation of these documents as if they were the original party to whom it was made; or ACSA may reject all of the bids/proposals as its interest may require. Except as provided in the contract documents, no plea of mistake in the Bid/Proposal shall be available to the Bidder/Offeror for the recovery of their Bid/Proposal security or as a defense to any action based upon the neglect or refusal to execute a contract.

2. **SUBCONTRACTORS:** No part of the Contract shall be sublet without prior written approval of the ACSA. The Bidder/Offeror shall, prior to execution of the Contract, immediately submit to the ACSA the names of Subcontractors when they propose to employ on the project.
3. **NOTICE TO PROCEED:** The Contractor shall be notified by letter, giving Notice to Proceed, when work may begin under this Contract. Such notice will be issued as determined by the ACSA, but not before receipt and acceptance of the Contractor's Certificate of Insurance, and a fully executed Standard Form of Agreement.



**REQUEST FOR PROPOSAL
FOR
CLASSIFICATION AND COMPENSATION STUDY**

#2016002-ADM-P

Issue Date: Wednesday, April 8, 2016

**Due Date and Hour: Wednesday, May 2, 2016 at
2:00 p.m.**

**Albemarle County Service Authority
168 Spotnap Road
Charlottesville, VA 22911**

Albemarle County Service Authority
RFP# 2016002-ADM-P
Classification and Compensation Study

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for a Classification and Compensation Study for the Albemarle County Service Authority, herein after referred to as “ACSA.”

II. BACKGROUND:

The ACSA, now over 50 years later, provides water distribution and wastewater collection services to 19,000+ customers with over 355 miles of waterline and around 261 miles of sewer line within our service area, including the urban areas of Albemarle County, and nearby communities of Scottsville and Crozet. The community enjoys water drawn from a protected watershed contained almost entirely within the County’s borders.

The ACSA wants to assure the competitiveness of ACSA salaries to those of comparable positions in the marketplace as well as to potential internal inequities between similar classes, positions, and individuals at the ACSA. The ACSA has therefore decided to conduct a comprehensive review of the current salary pay systems for general ACSA employees. ACSA is seeking consultant advice and expertise to examine all of the elements of these programs and to recommend changes, improvements, and adjustments as appropriate.

The current system consists of 75 full-time positions and 19 classifications. The ACSA has developed four salary ranges within its classification system that are grouped by job family. Those include critical support, technical, professional and management. The current plan has not been comparatively reviewed for at least eight years, although updates and some changes have been made since the last major review. All of the job descriptions have been recently updated and reviewed.

For more information about ACSA please visit our website at <http://serviceauthority.org>.

TIME REQUIREMENTS:

The ACSA will receive proposals on or through May 2, 2016 and, from the proposals submitted, choose two or more offerors to bring in for further negotiation. The final study should be complete and recommendations made by October 1, 2016, any changes approved by ACSA will have an effective date of January 1, 2017. Weekly progress reports shall be made to the Contract Administrator.

III. STATEMENT OF NEED:

The scope of the Compensation and Classification Study is as follows:

A. Study Scope

Objectives: Review of existing compensation and classification system with recommendations for changes to the current plan to include but not limited to:

- Maximizing the use of existing position descriptions and classifications
- Achieving internal equity among the classifications
- Market competitiveness of existing classifications
- Relieving compression by addressing longevity placement
- Salary survey: survey the relevant and agreed upon market to compare ACSA to market salaries

B. Methodology:

Kick-off meeting with ACSA staff – as determined by the ACSA

Process for developing a detailed work plan which will include:

- Timeframes
- Number of on-site visits and the specific work to be accomplished during these visits
- Document review of existing classification and compensation plan and position descriptions
- Required interviews with directors and department heads
- Status reports and salary survey schedule
- Review and discussion of initial draft recommendations
- Review and discussion of draft report
- Weekly updates to the Human Resources and Administration Manager on study progress
- Number of project staff proposed and their qualifications

C. Study Deliverables (all final work products must be submitted no later than October 1, 2016)

- Detailed work plan
- Salary survey results
- Status reports at each study benchmark as outlined on the work plan
- Initial draft recommendations
- Draft Report of Findings and Recommendations, including cost and alternatives cost scenarios
- Final Report of Findings and Recommendations, including cost and alternatives cost scenarios
- Presentation(s) of Report as determined by the ACSA
- FLSA listing of exempt positions (updates if needed)
- Prepare at least 3 communication plans (before, during and after study) to inform ACSA managers and employees about the project, focusing on developing positive perceptions and facilitating understanding and cooperation. Consultant will provide outline of communication plans which will include recommendation as to timing, type of communication vehicles, and communication structures and formats.
- Identifying and recommending public and private sector employers and/or survey sources considered to be appropriate for market comparisons
- Provide best practice/industry standard alternatives for addressing:
 - ❖ Pay delivery (merit pay, pay for performance, steps or open ranges, etc.)
 - ❖ Hiring incentives, sign on bonuses, etc.
 - ❖ Management pay schedule options
 - ❖ On-call compensation
 - ❖ Overtime compensation for non-exempt employees
 - ❖ Other monetary incentives (team bonus, certification pay, education pay, etc.) for superior performance
 - ❖ Annual increases for employees at or beyond the maximum of the pay scale
 - ❖ Other Observations

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and seven (7) copies of each proposal must be submitted to:

Emily Shifflett
Human Resources and Administration Manager
Albemarle County Service Authority
168 Spotnap Road
Charlottesville, VA 22911

Identify on outside of envelope: **Sealed RFP # 2016002-ADM-P**
RFP Due date and hour: **May 2, 2016 2:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a.** Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Human Resources and Administration Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b.** Proposals will be reviewed and evaluated by a Committee as designated by the ACSA.
- c.** Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d.** Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- e. Ownership of all data, materials and documentation originated and prepared for the ACSA pursuant to the RFP shall belong exclusively to the ACSA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials are submitted. The offeror shall identify the information to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the ACSA may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. Please provide a narrative on the company background to include how long the company has been in business, how long the company has served municipal clients.
2. Method and Plan for completing the scope of the study. Please include estimated time frames for completion of each task. Discuss your firm's ability to perform the required services. Discuss your success with designing and implementing innovative and proven approaches to compensation and classification.
3. Discuss all costs to be included in the scope of study. Itemize each cost to task. The cost quotations must include all costs such as training, travel and per diem.

4. Personnel assigned to the project should have a minimum of three years' experience. Please have details available for personnel that will be working directly with ACSA.
5. Discuss the current projects that you are working on and how you will be able to accommodate the ACSA's timeline into your schedule with available personnel.
6. Please provide four (4) recent references, for an agency that is similar to ACSA, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual ACSA has your permission to contact.

V. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price. Interviews shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After interviews have been conducted with each offeror so selected, ACSA shall select the offeror which, in its opinion, has made the best proposal, and shall negotiate the contract with that offeror. If ACSA fails to arrive at negotiated offer with the first offeror they will close the offer and negotiate with the second ranked offeror. ACSA may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should ACSA 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 offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. The contractor shall be required to comply with "ACSA General Terms and Conditions" throughout the contract term (Attachment A).

B. Evaluation Criteria:

Proposals shall be evaluated by the ACSA using the following criteria:

<u>EVALUATION</u>	<u>CRITERIA WEIGHT</u>
1. Method and plan for providing services	25
2. Expertise, qualifications, and experience	30
3. Price	25
4. References	15
5. Financial Responsibility of the firm, Company staff, Individual Certifications, and Company Certifications.	5

VI. OPTIONAL PRE-PROPOSAL:

An optional pre-proposal conference will be held April 18, 2016 at 2:00 p.m. at 168 Spotnap Road Charlottesville, VA 22911. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. If you plan to attend the pre-proposal conference, please call Emily Shifflett by April 15, 2016 at (434) 977-4511.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

VII. CONTRACT ADMINISTRATION:

Emily Shifflett, Human Resources and Administration Manager, or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the ACSA Purchasing Department through a written amendment to the contract.

VIII. PAYMENT PROCEDURES:

The ACSA will authorize payment to the contractor after each receipt of contractor's identified deliverables to be negotiated. Invoices shall be sent to:

Albemarle County Service Authority
Attn: Emily Shifflett
168 Spotnap Road
Charlottesville, VA 22911

IX. CONTRACT PERIOD:

The term of this contract is for the anticipated time frame for the study and recommendations, which should not exceed October 1, 2016.