



313 Luck Avenue SW  
Roanoke, VA 24016

ISSUE DATE: January 22, 2017

**REQUEST FOR PROPOSAL**

**FOR**

**COMPENSATION STUDY CONSULTANT SERVICES**

Proposals Due:

**February 17, 2017**

**4:00 PM**

**REQUEST FOR PROPOSAL  
COMPENSATION STUDY CONSULTANT SERVICES**

The Roanoke Valley Alleghany-Regional Commission (RVARC) is seeking proposals from qualified firms to perform a regional compensation study.

All questions must be submitted before **5:00 p.m., February 3, 2017**. If necessary, any addenda will be issued and posted to the RVARC website (rvarc.org). All such addenda shall become a part of the solicitation documents, must be addressed in the proposal, if applicable, and shall become a Contract Document. The RVARC accepts no liability for late or non-receipt of addenda.

Proposals shall be received by the Roanoke Valley-Alleghany Regional Commission by **4:00 p.m., February 17, 2017**. Consultants shall submit **one (1) original and five (5) hard copies** of their proposal in a sealed envelope clearly marked on the outside with the company's name and "**Compensation Study Consultant Services**" **Additionally, one digital copy must be provided on a disc or portable drive as part of the submitted packet.** Any proposals received after the mentioned time and date will be returned to the firm unopened. Faxed or emailed proposals will not be accepted.

As this is a Request for Proposal, a selection committee will be established to review and evaluate all responses.

The Commission reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities or irregularities in any proposal.

This section must be completed by the Consultant and must be returned with the proposal. In compliance with this Request for Proposal and to all the terms and conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and/or items in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Legal Name and Address:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature in ink)

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Title: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

Business License #: \_\_\_\_\_

Virginia State Corporation Commission Identification Number: \_\_\_\_\_

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**I. PURPOSE**

The Roanoke Valley-Alleghany Regional Commission is seeking proposals from qualified firms to perform a regional compensation study.

**II. BACKGROUND**

The Roanoke Valley-Alleghany Regional Commission works with member governments to address regional issues and promote regional cooperation. Several member governments have interest in conducting a compensation study of public safety positions and other key positions in local government. The study will look at comparative positions in each locality. These localities include:

City of Roanoke

Botetourt County

Montgomery County

Pulaski County

Roanoke County

**III. SCOPE OF SERVICES**

The proposed plan should accomplish the following objectives:

A. Compensation and Benefits

1. Schedule an initial meeting with the Compensation Study Committee to discuss the process and tasks to be performed to include reasonable dedication of key personnel to confirm the scope of services, methodology, project time lines, and project deliverables.
2. Perform an extensive salary and benefits study (to include comparison of each locality with other local government entities in the local area and comparable localities around the State, and where applicable, public and private sector competition in the local area).
3. Salary/wage study should include comparison of any premium pay offered. Benefit portion of study should include all major benefit programs offered (insurance-medical, dental, vision, long/short-term disability, retirement plan, life insurance, etc.).
4. Evaluate current positions related to public safety. Additionally, director, assistant director and management positions in all other departments should be evaluated. Rate shall be compared to surrounding localities, other comparable localities in the State and, where applicable, public and private sector competition in the local area.
5. Present findings in a written report to the Compensation Study Committee. The written report must also be provided in electronic format.

B. Optional Services

1. Provide pricing to add additional positions to the compensation study on a per locality basis.

For example: Study five additional positions for Botetourt County.

Furthermore, some participating local governments may want to contract for additional services such as preparing recommendations based on results of the compensation data, assisting in re-write of Position Descriptions, and developing a performance evaluation process and necessary tools. Provide pricing for recommendations.

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**IV. SUBMITTAL REQUIREMENTS**

- A. The Consultant shall include a timetable of tasks to conclude the project within a 60-day timetable. The Consultant shall provide a statement of particular expertise and experience in performing a targeted regional study.
- B. The Consultant shall provide a brief overview of the history and structure of the firm and attach an organizational chart of the office that will be providing the service.
- C. The Consultant shall provide resume(s) with the educational background, including all degrees and certifications earned, and work history for each team member or consulting firm performing work under the scope of this Request for Proposal. Show the extent of hours spent by each person and the number of projects, which will be managed by each person. Also, the Consultant shall provide a listing of other individuals on the team that would support the completion of this project, with a summary of each team member's area of responsibility, experience, and qualification of this work.
- D. The Consultant(s) shall provide a minimum of five (5) references for public sector work completed within the last three (3) years. Also, the Consultant(s) shall list a contact name, address, phone number, fax number, and email address for each reference. The RVARC reserves the right to investigate the references and the past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.
- E. The Consultant shall provide a statement that the proposal is valid for a minimum of ninety (90) days after the submission deadline, signed by an individual to bind the company, with the name and title printed.
- F. Proposals must be submitted no later than **4:00 p.m. on February 17, 2017** to:
- Roanoke Valley-Alleghany Regional Commission  
313 Luck Avenue SW  
Roanoke, VA 24016**
- G. One (1) original and five (5) copies of your proposal document is required. The RVARC will not assume responsibility for reproduction if an insufficient number of copies have been supplied and failure to comply with this or any other requirement of this Request for Proposal may result in rejection of the proposal. Additionally, one digital copy must be provided on a disc or portable drive as part of the submitted packet. Facsimile or emailed submission of proposals is not acceptable and any such proposals shall not be considered.
- H. Proposals having any erasures or corrections must be initialed by the Consultant in ink. Proposals must be signed in ink by an authorized officer of the firm.
- I. Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the proposer.
- J. As it is expected that each Consultant may have different needs for information, it is incumbent on each Consultant to make whatever inquiries it deems necessary in order to respond to the RFP. The RVARC assumes no responsibility for oral instructions, suggestions or interpretations. All inquiries concerning this proposal should be submitted prior to **5:00 p.m., February 3, 2017**. If necessary, any addenda will be posted at rvarc.org. Questions should be submitted as follows:

Wayne Strickland, Executive Director  
Roanoke Valley-Alleghany Regional Commission  
313 Luck Avenue, SW  
Roanoke, VA 24016  
wstrickland@rvarc.org

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- K. No bid may be withdrawn after opening except for clerical errors, as set forth in Section 2.2-4330 of the Virginia Code. Bidder must give the RVARC a notice in writing of the request to withdraw a bid within two (2) business days after conclusion of opening.
- L. The RVARC is not responsible for any costs incurred with the development and delivery of the proposal. It is the sole responsibility of the Consultant.

**V. CRITERIA FOR EVALUATION**

The proposals will be evaluated according to the following criteria. Proposers are welcome to submit supporting information which describes their ability to meet the criteria and exceed the performance of other Consultants.

- A. Demonstrated qualifications and capacity of the Consultant. This will include: Years in business, service capabilities and experience of the firm in providing compensation study for public governmental entities. Verification of positive references with other clients will be considered in the evaluation process. (25 points)
- B. Submission completeness and compliance to the specific requirements of this Request for Proposal. (15 points)
- C. Demonstrated understanding, approach and explanation of the services offered as it relates to the desired outcomes as outlined in the scope of services and the experience to perform. (25 points)
- D. Reasonable fees/costs/and/or rates associated with the offered consulting services. Fee proposals should outline for each element of the compensation study and categories of direct expenses that are not included within the fee proposal and an estimated budget for these expenses. Fee proposal shall also include optional services. (15 points)
- E. Projected time frame, from beginning to a prompt completion date. (20 points)

**VI. METHOD OF AWARD**

Once proposals have been evaluated, selection shall be made on the basis of the factors as stated in this Request for Proposal. Informal interviews may then be conducted with those firms. Following the interview process, the Compensation Study Committee shall rank the firms based on the interviews. If one Consultant is clearly more highly qualified and suitable than the others under consideration, a Contract may be awarded to that Consultant without an interview process.

**VII. RELEASE OF INFORMATION AND AWARD ANNOUNCEMENT**

No information regarding the contents of the proposals received shall be released until after the award process. If your proposal contains information of a proprietary nature, the information must be noted and an explanation submitted on separate cover.

Upon the award or the announcement of the decision to award, the RVARC will notify all Consultants, in writing, that submitted a proposal.

**VIII. REJECTION AND AWARD OF PROPOSAL**

The RVARC reserves the right to cancel this RFP and to reject any or all proposals. The RVARC also reserves the right to waive any informality or irregularity in any proposal received and to award to the Consultant whose proposal is, in the opinion of the RVARC, in its best interest.

**IX. INSURANCE**

By signing and submitting an offer for this solicitation, the Consultant certifies that if awarded the Contract,

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it will have the following insurance coverage at the time the work commences. The insurance specified herein shall name the RVARC as an additional insured. The Consultant shall provide to the RVARC, Certificate of Insurance evidencing the coverages indicated below. Such certificates shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Contract. Additionally, it will maintain these during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

A thirty-day written notice of cancellation or non-renewal shall be furnished by certified mail to the RVARC at the address indicated on the solicitation.

The limits of liability for the insurance required are as follows:

1. Workers' Compensation	Statutory
2. Employer's Liability	
a. Each Accident:	\$100,000
b. Disease, Policy Limit:	\$500,000
c. Disease, Each Employee:	\$100,000
3. General Liability	
a. Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>
b. General Aggregate:	<u>\$2,000,000</u>
4. Excess Umbrella Liability	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
5. Automobile Liability	
a. Bodily Injury: Each Accident	<u>\$1,000,000</u>
b. Property Damage: Each Accident	<u>\$1,000,000</u>
6. Professional Liability Insurance	
a. Each Claim Made:	\$2,000,000
b. Annual Aggregate:	\$3,000,000

**X. SPECIAL PROVISIONS**

A. Indemnification

The Consultant, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the Consultant by the RVARC, covenants with the RVARC as follows:

1. The Consultant covenants to save, defend, keep harmless and indemnify the RVARC, and all its agents and employees (collectively, the "RVARC") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Consultant's performance (or nonperformance) of the agreement terms or its obligations under the agreement.
2. The terms of this hold harmless agreement shall continue in full force and effect until such time as the RVARC determines that the covenants described in paragraph 1 immediately above, shall no longer be necessary.

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3. In executing this agreement, the Consultant represents and warrants that the Consultant has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the RVARC described in paragraph 1 immediately above. In executing this agreement, the Consultant expressly reserves any and all rights that the Consultant may have against any person, firm or corporation other than the RVARC its successors, representatives and assigns.

**B. Authorization to Transact Business in Virginia**

A Consultant organized as a stock or non-stock corporation, limited company, business trust or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the RVARC pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The RVARC may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Please contact the SCC to determine whether your firm should register.

**C. Availability of Funds**

It is understood and agreed between the parties herein that the RVARC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

**D. Applicable Law and Courts**

Any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the City of Roanoke General District Court or the City of Roanoke Circuit Court. The Successful Consultant shall comply with applicable federal, state and local laws and regulations. The RVARC shall be held harmless from any liability.

**E. Contract Form, Termination and Assignment**

The Consultant chosen will be required to execute a Contract, the terms of which will be negotiated based on the Request for Proposal and the Consultant's response, which documents will be incorporated by reference. The RVARC reserves the right to terminate the Contract with due cause upon thirty (30) days written notice to the Consultant. Under no circumstances shall the Contract be assigned by the Consultant without the express written approval of the RVARC. In the event of termination pursuant to this paragraph, the Consultant shall be paid for all services provided through the date of termination. The Contract will automatically terminate upon failure of the RVARC to appropriate funds for its continuation.

**F. Default**

In case of failure to deliver services in accordance with the Contract terms and conditions, the RVARC after due oral or written notice, should the Consultant fail to remedy the default within 48 hours, may procure them from other sources and hold the Consultant responsible for any additional costs. This remedy shall be in addition to any other remedies which the RVARC may have.

**G. Tax Exemption**

The RVARC is exempt from State Sales Tax and Federal Excise Tax. Do not include tax. The RVARC shall furnish tax exemption certificate upon request.

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H. Audit

The Consultant hereby agrees to retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the RVARC, whichever is sooner. The RVARC, its authorized agents, and/or RVARC auditors shall have full access to and the right to examine said materials during said period.

I. Drug Free Work Place

Contractors must comply with Section 2.2-4312 of the Virginia Public Procurement Act, Drug Free Work Place.

J. Ethics in Public Contracting

All provisions in Sections 2.2-4367 through 2.2-4377 of the VA Code are applicable to this RFP, including but not limited to the following. By submitting this proposal, all Consultants certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

K. Debarment

Consultant certifies that they are not currently barred from submitting proposals on Contracts by an agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently barred from submitting proposals on Contracts by any agency of the Commonwealth of Virginia. If so, please include details of each debarment in your response to this RFP.

L. Immigration Reform and Control Act of 1986

Consultant certifies that the firm does not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

M. Discrimination

During performance of this agreement, the Consultant agrees as follows: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that the Consultant is an equal employment employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

N. Ownership

All materials submitted in response to the RFP will become the property of the RVARC upon delivery to the RVARC and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

O. Antitrust

By entering into a Contract, the Consultant conveys, sells, assigns and transfers to the RVARC all rights, title and interest in and to all causes of the action if may nor or hereafter acquire under the antitrust laws of the United States and Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the RVARC under said Contract.



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