

July 06, 2025

REQUEST FOR PROPOSAL

RFP # _____

Sealed Proposals (**RFP #** _____) for a Compensation and Classification System with a Market Study for the Town of Haymarket will be accepted until 3:00 P.M., _____, at which time they will be opened in the Town Hall by the Town Manager at 15000 Washington Street, #100, Haymarket, Virginia, 20169.

Please be observant of all proposal instructions and specifications. Should any questions arise concerning this proposal, contact the Town Manager at 703-753-2600.

The Town of Haymarket reserves the right to accept or reject, in whole or part, any and all proposals and to waive informalities.

Emily Kyriazi
Town Manager

GENERAL INSTRUCTIONS

1. Mail or deliver proposals to the Town Hall, Attn: Town Manager at 15000 Washington Street, #100, Haymarket, Virginia, 20169.
2. **Submit one (1) original, clearly marked, and three (3) copies** of the proposal before the opening time stated in the Proposal Invitation in a sealed envelope. Facsimile and electronic documents are **NOT** acceptable.
3. All proposals shall be signed in ink by authorized principals of the Offeror and must be received in sealed envelopes with the statement, **"Proposal Enclosed for Compensation and Classification System with a Market Study for the Town of Haymarket" and the above-referenced RFP number typed or written in the lower left-hand corner.**
4. The Town of Haymarket (the "Town") reserves the right to accept or reject, in whole or part, any and all proposals and to waive informalities.
5. Proposals will be received until **3:00 P.M., _____, in the Town Hall office**, with attendance limited to the Town Manager, Town Treasurer, and Offerors. No late Proposals will be accepted. **Town of Haymarket assumes no responsibility for late submissions due to mistake of courier, U.S. Postal Service or any delivery service used for Proposal submittal.**
6. The selected Offeror or Offerors (the "selected Offeror") will be notified immediately upon acceptance of their Proposal.
7. Proprietary information will not be disclosed during the selection process.
8. Proposals shall be binding for ninety (90) days following selection of Offerors by the Town Council.
9. Exceptions to the specifications or general instructions must be in writing and submitted with the Proposal Form.
10. Comments concerning specifications or other provisions of this Contract are welcome and can be received and considered prior to the time set for receipt of Proposals.
11. Offeror's Questions, Addenda and Interpretations
 - a. Offerors shall promptly notify the Town of any ambiguity, inconsistency or error that they may discover upon examination of the solicitation and Contract Documents or of the site and local conditions. No interpretation of the meaning of the Contract Documents will be made to any Offeror orally.
 - b. Every request for such interpretation shall be in writing addressed to Town Manager, Attn: Emily Kyriazi, 15000 Washington St., #100, Haymarket, Virginia, 20169, ekyriazi@townofhaymarket.org, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the Proposals.

- c. Any and all such written interpretations and any supplemental instructions will be in the form of a written Addenda to the Proposal Documents which, if issued, will be emailed, no later than five (5) days prior to the date fixed for the receiving of Proposals. The Town will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Offeror to receive any such Addendum or interpretation shall not relieve any Offeror from any obligation under his Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.
- d. If the Offeror (or any person proposing to Offeror and/or subsequently in Contract with the Offeror, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Contract Documents, said Offeror has an obligation to seek a clarification thereof from the Town prior to the Proposal opening. The Town will welcome such a clarification request, and, if deemed necessary by the Town, the Town will issue a written addendum clarifying the matter in question. Should the Offeror fail to seek such a clarification prior to the Proposal opening, the Offeror thereby waives, and agrees to indemnify and hold the Town harmless from, any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the Offeror (and any person bidding to Offeror and/or subsequently in contract with Offeror, relating to the subject project) knew or should have known existed at the time of Proposal.
- e. Each Offeror shall ascertain prior to submitting his Proposal that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his Proposal of all Addenda.

12. Offeror Disclosure

Each Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Town official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract resulting from this RFP (the "Contract"), or could affect payment pursuant to the terms of the Contract.

- 13. Pursuant to Code Section §2.2-4330(B)(1) of the Code of Virginia, as amended, the contracting authority has elected to use the procedure for the Proposal, which reads as follows:
- 14. The Offeror shall give notice in writing of his claim of right to withdraw their Proposal within two (2) business days after the conclusion of the Proposal opening procedure.

15. The selected Offeror shall maintain insurance to protect the Town of Haymarket from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under the Contract, whether such operations by the selected Offeror, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law.
16. The selected Offeror shall, during the term of the Contract including any warranty period, indemnify, defend and hold harmless the Town of Haymarket, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of damage arising out of the negligent acts, errors, or omissions, recklessness, or intentionally wrong conduct of the selected Offeror or his employees.
17. In addition to any other forms of insurance for bonds required under Contracts and specifications pertaining to this project, the Town of Haymarket shall require any selected Offeror to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the selected Offeror's Subcontractor to cover their operation.
18. The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.
19. Minimum insurance requirements are shown on the attached "SCHEDULE "A" INSURANCE COVERAGE". Current insurance certificates documenting compliance with this coverage shall be provided to the Town Manager of the Town of Haymarket prior to the award of any Contract. The certificate shall name Town of Haymarket as "Additional Insured" under the Automotive and Comprehensive General Liability categories of this policy.
20. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1 or against any Offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

21. Safety

The selected Offeror, their Contractors and Subcontractors performing services for the Town of Haymarket are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, the selected Offeror, their Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under the Contract.

22. Notice of Required Disability Legislation Compliance

Town of Haymarket government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

23. Specifically, Town of Haymarket, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

24. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the Town of Haymarket.

25. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

26. Employment Discrimination by Contractors Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions: During the performance of this Contract, the Offeror agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The selected Offeror will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

27. Drug-free Workplace

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

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 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 ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

28. Exemption from Taxes

The Town of Haymarket is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the Town of Haymarket's tax-exempt status will be furnished by the Town of Haymarket on request.

29. Substitutions

No substitutions, including key personnel, or cancellations are permitted after the Contract is awarded unless there is prior written approval by the Town of Haymarket.

30. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the Town Manager.

31. Debarment

By submitting a Proposal, the Offeror is certifying that he/she is not currently debarred by the Town or the County, or any other locality. The Town's and County's debarment procedures are in accordance with Section 2.2-4321 of the Code of Virginia.

32. Immigration Reform and Control Act of 1986

By accepting a Contract award, the selected Offeror certifies that it does not and will not during the performance of the Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

33. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Town of Haymarket official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

34. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in the Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in the Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town Manager (https://cisiweb.scc.virginia.gov/z_container.aspx) (Form Attached).

35. W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Proposal. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to the Offeror. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

36. Contract Administration

This Contract will be administered by the Town Manager.

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the Offeror.
- b. All attachments to the Proposals requiring execution by the Offeror are to be returned with the Proposals.

2. Withdrawal of Proposals

- a. All Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for opening.
- b. The Offeror may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the proposal sought to be withdrawn.
- c. The following is the procedure for withdrawal of Proposal:
 - (1) The Offeror must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Bid/Proposal of the same Bidder/Offeror in which the ownership of the withdrawing Bidder/Offeror is more than five percent.
 - (3) No Offeror who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the Offeror to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without

the approval of the Town Manager. The Offeror to whom the Contract was awarded and the withdrawing Offeror are jointly liable to the Town of Haymarket in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Offeror without such approval.

d. The Town Manager may contest withdrawal of any Proposal by any means by law.

3. Miscellaneous Requirements

- a. The Town of Haymarket will not be responsible for any expenses incurred by an Offeror in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis shall be on completeness and clarity of content.
- b. Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The Town Manager will schedule the time and location for this presentation if required.
- c. The contents of the Proposal submitted by the selected Offeror and this RFP will become a part of any Contract awarded as a result of these specifications. The selected Offeror shall be required to sign a Contract with the Town of Haymarket. Additional terms and provisions will be included in the Contract.
- d. The Town of Haymarket reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town of Haymarket. An Offeror whose Proposal is not accepted will be notified in writing.
- e. The Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract or its rights, title or interest therein, or its power to execute the Contract, to any other person, company, or corporation without prior written consent and approval by the Town of Haymarket.

4. Clarification of Proposals

Town of Haymarket reserves the right to contact Offerors individually for the purpose of clarifying Proposals.

5. Offeror's Incurred Costs

Town of Haymarket is not liable for any cost incurred by Offeror prior to any agreement, the Contract or Purchase Order.

6. Right to Cancellation

Award to a selected Offeror will be made under a Contract arrangement cancelable by the Town in the event that continuing funds are not appropriated.

7. Offeror Declaration

The Offeror must state that its Proposal was made without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

8. Terminology

Terminology used in this Request for Proposal might imply or denote a particular Offeror. The terminology used and the organization of the RFP is not intended to be restrictive in any way. A request for an interpretation of the intent of the RFP shall be made by the Offeror in these situations.

9. Licensing Agreement

Any licensing agreement required by the Offeror must be fully described in writing and signed by the Town and the Offeror.

10. Proposal Property of Town

All Proposals submitted in response to this RFP becomes the property of the Town of Haymarket. Supporting technical manuals will be returned at the request of the Offeror.

11. Confidentiality

All Proposals will be available for inspection by interested parties following the final selection date. If an Offeror wishes that any parts of his Proposal remain confidential, he shall state so clearly.

12. Addenda

Any Addenda shall be issued in writing in order to be enforceable; no oral statement, explanations or commitments by whomsoever shall be of any effect unless included into the written Addenda and incorporated into the Contract that is signed by both parties.

13. Contracting

Upon award of a Contract, the RFP and the selected Offeror's Proposal will become part of the Contract. The Town of Haymarket intends to enter into Contracts that best serve the interests of the Town and the Offeror agrees to enter into the Town of Haymarket's "STANDARD CONTRACT FOR SERVICES".

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the Offeror shall be subject to general control and approval of the Town Manager or his authorized representative. The Offeror shall not comply with requests and/or orders issued by other than the Town Manager's representatives acting within their authority for the Town of Haymarket.

2. User List

Offerors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address and telephone number of a contact person.

3. Assignment

The selected Offeror shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract, its rights, title, or interests therein, or its power to execute the Contract, to any other person, company or corporation without the prior written consent and approval of Town of Haymarket.

4. Exceptions

Any and all exceptions to the specifications included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Offeror not indicate and explain all exceptions, his Proposal may be rejected.

5. Proposal Selection

The Offeror that best meets the selection criteria described in Proposal Requirements will be recommended to the Town Council for award of a Contract. Authorization to award a contract is at the sole discretion of the Town Council, or its designee.

COMPENSATION AND CLASSIFICATION SYSTEM WITH MARKET STUDY FOR THE TOWN OF HAYMARKET

RFP # _____

SPECIFICATIONS

1. INTRODUCTION

Town of Haymarket (within Prince William County) is soliciting proposals from qualified consulting firms, experienced in the development of a job evaluation and compensation system. Our desire is to hire a consultant who will assist the Town of Haymarket in reviewing the existing job description and compensation system, analyzing the current jobs performed by employees, determine the correct market pay for each position, and provide a market analysis of the total compensation package offered to Town of Haymarket employees including salary and benefits. The consultant will utilize existing benchmark data on the Town of Haymarket's benefit plans when analyzing the Total Compensation package; additional benchmark surveys in this area are not expected. The consultant is expected to make recommendations for improvements to the existing system or implementation of a new job description and compensation system along with any adjustments to pay that may be needed. The Town of Haymarket also desires to work with the chosen firm to develop a comprehensive system to track and manage compensation data moving forward.

This Request for Proposals (RFP) is an invitation by Town of Haymarket, Virginia, for consultants to submit an offer based on the project goals described below. Submittal of a proposal does not create any right or expectation to a Contract with the Town of Haymarket. The Town of Haymarket reserves the right to reject any or all proposals and the Town of Haymarket further declares that it will incur no financial obligations for any costs by any company in preparation of their proposal.

2. BACKGROUND

The Town of Haymarket is a small, historic community situated in the rapidly growing westernmost portion of Prince William County, Northern Virginia, approximately 38 miles west of Washington, D.C. Located near the foothills of the Bull Run Mountains, Haymarket offers residents a unique combination of small-town charm, rich historical heritage, and access to natural recreational resources, while benefiting from the broader region's sustained growth and economic development.

Historically significant since the 18th century, Haymarket maintains a well-preserved downtown district featuring architecture and landmarks linked to its early American roots and Civil War history. The town's population currently remains under 2,000 residents, yet it is part of a dynamic and expanding region that continues to attract residential and commercial development due to its strategic proximity to major employment centers across Northern Virginia and the Washington, D.C. metropolitan area.

The enhanced accessibility provided by Interstate 66 and other transportation infrastructure has accelerated growth in and around Haymarket, resulting in increased demand for municipal services including planning, public safety, and infrastructure maintenance and expansion. The Town government, though smaller in scale compared to county administrations, has adapted to meet these evolving needs.

Given its location within a highly competitive labor market, the Town of Haymarket faces challenges in recruiting and retaining qualified personnel across all departments. To address this, the Town continually evaluates its compensation and benefits packages to remain competitive with neighboring jurisdictions and ensure delivery of high-quality services to its residents.

3. SCOPE OF SERVICES

The Town of Haymarket aims to update its current classification and compensation system by applying recognized best practices in compensation management and design, while ensuring compliance with all applicable federal and state laws. To achieve this, the Town is soliciting proposals based on the following scope of services:

- A. Project planning and administration tailored to the Town's organizational structure and needs.
- B. Employee communication sessions to ensure transparency and understanding of the process.
- C. Presentation and completion of job or position description questionnaires for all Town roles.
- D. Implementation of a point-factor job evaluation system—or a comparable methodology—to appropriately classify new and revised positions, improving internal equity and simplifying administration.
- E. Comprehensive salary survey process to establish external equity, based on benchmarked job summaries and current compensation data sourced from both custom surveys and published regional data, with findings delivered in Excel format.
- F. Development of a new pay structure, or revision of the existing structure, informed by best practices, survey results, and job evaluation outcomes.
- G. Creation and implementation of a comprehensive system to track and monitor comparative compensation for Town positions relative to the regional labor market.
- H. Preparation of a final report that includes fiscal impact analyses under various scenarios and provides materials for ongoing maintenance of the Job Evaluation system.

The Town of Haymarket anticipates on-site meetings with the selected Offeror and a final report to be delivered to the Town Manager and the Town Council by the Offeror at the end of November 2025.

July 01, 2025	Full Time	Part-Time	Notes
Department	Positions	Positions	
Administration:			
Town Manager	1	0	Town Manager is also the Zoning Administrator
Clerk of Council	1	0	
Town Planner	0	1	
Deputy Clerk/Administrator	1	0	Deputy Clerk is also the Payables and Receivable data entry personnel
Events Coordinator	1		
Finance:			
Treasurer/Director of Finance	1	0	Treasurer is also responsible for Payroll; HR matters; Benefits administrator
Public Works:			
Maintenance Coordinator	1	0	
Public Safety:			
Chief of Police	1	0	Credential Officer
Lieutenant	1	0	
Sergeant	2	0	
Officer	4	4	
Administrator	0	1	
Fleet Manager	0	1	
Totals	14	7	

The project is expected to include an evaluation of the positions of full-time and part-time personnel.

The selected Offeror shall be required and agrees to enter into a Town of Haymarket Contract for Services. The Contract shall be governed by and construed in accordance with all the applicable laws, regulations, and rules of the State of Virginia, Ordinances and regulations of the Town, Prince William County, and any applicable federal laws and regulations.

Town of Haymarket will provide the following information to the selected Offeror:

- Copies of all existing job descriptions
- Copies of all wage and salary schedules

- Copies of all employee benefit schedules
- Copy of the Town of Haymarket Personnel and Policy Manual
- Copy of the Town of Haymarket Organizational Chart

4. PROPOSAL CALENDAR

July 9, 2025	Request for Proposal Issued
July 23, 2025 - 4:30 P.M.	Deadline for questions related to RFP
July 31, 2025 – 3:00 P.M.	Responses are due

5. SPECIFICATION FOR PROPOSALS

All proposals submitted in response to this request for proposals must contain the following information in the stated order:

- A. Cover letter and introduction including the name of the Offeror, their address, and the name and contact information of the person(s) authorized to represent the company regarding all matters related to the proposals.
- B. Name and contact information of the Offeror's project manager that would be assigned to the project.
- C. A statement of qualifications of the Offeror and the project manager and other key team members assigned to perform the work.
- D. A statement of the Offeror's understanding of the work required and the manner in which the firm plans to approach it. Describe how the firm will approach the project implementation and evaluating/selecting alternatives and the firm's expectation of the Town's responsibilities.
- E. Proposed work plan that identifies the tasks necessary to respond to the Scope of Services and to meet the project requirements as described in this RFP. A final work plan will be developed following selection of the Consultant.
- F. Identification of the deliverables.
- G. References from at least five (3) clients from governmental agencies with similar projects, within the last three (3) years that are familiar with the firm's quality of work and the firm's performance, including schedule and budget control. Include the contact's name and telephone number.
- H. Schedule: A thorough and detailed schedule shall be presented outlining key milestone completion dates and proposed deliverables.

- I. The Offeror 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.

6. COST AND FEE ARRANGEMENTS

The proposal shall clearly set forth the basis for fees to be charged for the work proposed and at a minimum shall contain the following information:

- A. Proposal for the total cost of services related to the scope described above.
- B. Hourly rates for performing any services related to unforeseen project tasks not included in the original scope of work. These rates should be uniformly applied regardless of competency level of staff performing services.

The Town of Haymarket shall not be responsible for the reimbursement of any costs not specifically set forth in the Proposal. In addition, the Town of Haymarket shall reserve the right to accept any part or all of the Offeror's fee schedule and to negotiate any charges contained therein.

7. CRITERIA FOR EVALUATION

In order to ascertain which proposal best meets the needs of the Town of Haymarket, proposals will be evaluated, according to the following criteria, by the Town Manager:

Criteria	Maximum Points
Experience and Qualifications	15
Public Sector Experience	10
Project Approach and Long Term System Solution	25
Content & Quality of the Proposal, Including Proposed Work Plan	30
Total Cost of Proposal	20
Quality of Interview (Optional)	15
TOTAL	100 (115)

- A. The Town Council will evaluate the most responsive proposals as identified by the Town Manager, who will serve as the primary point of contact throughout the evaluation process. The Town Manager may also request clarifying information from Offerors as needed. A composite rating will be developed to reflect the ranking of the written proposals in descending order. If deemed necessary the Town Manager—shall engage in individual discussions with two or more Offerors determined to be the most fully qualified, responsible, and suitable based on the proposal evaluations.
- B. At the conclusion of any discussion, on the basis of evaluation factors as set at the time of issuance of this proposal and all information developed in the selection process to this point, the Town of Haymarket shall select in the order of preference one or more Offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall

then be conducted; beginning with the Offeror ranked first. Should the Town of Haymarket determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Town of Haymarket reserves the right to award a contract to more than one Offeror, if it is in the Town's best interest.

3. If deemed necessary the Town Manager will engage in individual discussions/interviews with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the evaluations. The Town of Haymarket reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the Town of Haymarket.

8. TERM OF CONTRACT

The term of the Contract shall be for one (1) year, from on or before _____, 2025 through June 30, 2026, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the Town.

By mutual written agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least sixty (60) days before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within thirty (30) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.

All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by a mutual written agreement that is signed by both parties. Prices shall not be increased during the initial term of this Contract.

9. ADDITIONAL INSTRUCTIONS TO THE OFFEROR

A. Selector Offeror's Responsibilities

The selected Offeror(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the Contract shall be responsible to the selected Offeror. The selected Offeror agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

B. Ownership of Documents

Any reports, specifications, blueprints, negatives or other documents prepared by the Offeror in the performance of its obligations under the Contract shall be the exclusive property of the Town of Haymarket, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The selected Offeror shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all the selected Offeror's obligations under the Contract without the prior written consent of the Town

of Haymarket. Documents and materials developed by the selected Offeror under the Contract shall be the property of the Town of Haymarket; however, the selected Offeror may retain file copies, which cannot be used without prior written consent of the Town of Haymarket.

C. Submissions

All project correspondence, design/review documents, reports, deliverables, etc. prepared by the selected Offeror shall be distributed to the Town of Haymarket for each task in the format and number of copies as stated herein or as agreed to in a subsequent document.

D. Responsibility for Claims and Liabilities

The Town of Haymarket's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the Town of Haymarket of any rights or of any cause of action arising out the Contract. The selected Offeror shall be and remain liable to the Town of Haymarket for the accuracy and competency of plans, specifications, or other documents or work and the selected Offeror is responsible for to the Town of Haymarket for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

E. Miscellaneous Requirements

- i. The Town of Haymarket shall not be responsible for any expenses incurred by the selected Offeror in preparing and submitting a Proposal. All Proposals shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of this request. Emphasis shall be on completeness and clarity of content.
- ii. The contents of the Proposal submitted by the selected Offeror and these specifications shall become part of any contract awarded as a result of these specifications. The selected Offeror shall be required and agrees to sign a Standard Contract for Services with the Town of Haymarket. Additional terms and provisions shall be included in the contract.
- iii. The Town of Haymarket reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town of Haymarket. Offerors whose proposals are not accepted will be notified in writing.
- iv. The selected Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contractor its rights, title, or interest therein or its power to execute the Contract, to any other person, company, or corporation without the previous consent and approval in writing by the Town of Haymarket.
- v. The selected Offeror shall, during the terms of the Contract including any warranty period, indemnify, defend and hold harmless the Town of Haymarket, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of damage arising out of the negligent acts, errors, or omissions, recklessness, or intentionally wrong conduct of the selected Offeror, his subcontractors and his employees.

**COMPENSATION AND CLASSIFICATION SYSTEM WITH MARKET STUDY FOR
THE TOWN OF HAYMARKET**

RFP # _____

RESPONSE SHEET

Company Name: _____

Address: _____

Telephone Number: _____ Fax: _____

Email: _____

Name and Title of Person Submitting Proposal: _____

Signature: _____

Print Name: _____

REFERENCE LIST

Each Offeror is required to state similar work experience in the space provided below. Give references and other detailed information that will help the Town of Haymarket to judge the Offeror's responsibility, experience, skill, and financial standing. Proposals from inexperienced contractors will not be considered.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SCHEDULE "A" INSURANCE COVERAGE

The kinds and amounts of insurance provided are as follows:

- **Workers' Compensation:** Statutory
- **Automobile Liability:** Provide a minimum of \$2,000,000 combined single limit for each occurrence because of bodily injury including death. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, or hired automobiles.
- **Comprehensive General Liability:** Insurance shall be furnished with the limits of not less than:

<u>Liability</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$500,000	\$2,000,000

- **Additional Insured:** The Town of Haymarket's Council, Town of Haymarket Administrator, its officers, agents, employees, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.
- **Engineers Professional Liability:** "Errors and Omissions" coverage in the amount of two million dollars (\$2,000,000) shall be provided.

Virginia State Corporation Commission (SCC) Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

☐ if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Town of Haymarket reserves the right to determine in its sole discretion whether to allow such waiver):

Firm Name

Name

Authorized Signature

Title

Date

ATTACHMENT A
TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION

IF NO PROTECTION IS NEEDED STATE "N/A" ON THE TABLE BELOW AND

Trade secrets or proprietary information submitted by any Bidder/Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder/Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by the Bidder/Offeror on the table below.** If the Bidder/Offeror fails to identify any protected information on the table below, the Bidder/Offeror by return of this form, hereby releases the Town of Haymarket and all of its employees from any and all claims, damages, demands or liabilities associated with the Town of Haymarket's release of such information, and agrees to indemnify it for all costs, expenses and attorney's fees incurred by the Town of Haymarket as a result of any claims made by Bidder/Offeror regarding the release of such information. By submitting its bid or proposal, Bidder/Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the Town of Haymarket. The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder/Offeror refuses to withdraw such a classification designation, the bid/proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

COMPANY NAME:_____

SIGNATURE:_____