September 12, 2006

NOTICE TO PUBLIC
RFP #200637

TEMPORARY EMPLOYMENT SERVICES

The City of Winchester will accept proposals until 2:00 p.m. local time on October 17, 2006, in the office of the Finance Department - Purchasing Division, 15 North Cameron Street, 1st Floor - Rouss City Hall, Winchester, VA 22601 to provide temporary employment services for various City functions, as specified in the Scope of Services. The Contract will be administered by the Administration Team.

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way affect the equipment/materials/service of cost thereof. Should an offeror find discrepancies in or omissions from the specification or request for proposal, he/she should notify the Finance Director and obtain clarification prior to submitting the proposal. Only questions answered by formal Addenda will be binding; oral and other interpretations or classifications will be without legal effect. Copies of the Request for Proposal may be requested by calling 540-667-1815, Ext. 1477, or by downloading a copy from the City's web site at www.winchesterva.gov/purchasing

The right is reserved, as the interest of the CITY may require, to revise or amend the specifications prior to the date set for opening proposal; the opening date may be postponed if deemed necessary by the City's Purchasing Agent. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. ***In addition, the CITY reserves the right to accept or reject any proposals, in whole or in part, and to waive any informality***.

Any Successful Bidder or Offeror, may at his/her sole discretion, allow any public body, locality, authority, agency, and school board of the Commonwealth of Virginia to participate in this Request for Proposal for the purpose of combining requirements to increase efficiency or reduce administrative expenses.

One (1) original and three (3) copies of proposals are to be submitted in a sealed envelope bearing the Offerors company name, address, the proposal name and number and the date and time due and mailed or delivered to:

City of Winchester
Finance Department - Purchasing Division
15 North Cameron Street, 1st Floor - Rouss City Hall
Winchester, Virginia 22601

BY: Steven Corbit
Purchasing Agent

CITY OF WINCHESTER
DEPARTMENT OF FINANCE
15 N. Cameron Street
Winchester, VA 22601

TEMPORARY EMPLOYEE SERVICES

RFP #200637

September 12, 2006

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A. INTRODUCTION AND PURPOSE

INTRODUCTION:

The City, founded in 1744, is the oldest Virginia City west of the Blue Ridge Mountains. Located at the northern entrance to the Shenandoah Valley, the City is the industrial, commercial and agricultural center for the surrounding area, and is the county seat of Frederick County.

The City encompasses 9.3 square miles and is located at the crossroads of U.S. Highways 11, 17, 50, 522, Interstate 81 and State Route 7. Interstate 66, terminating 10 miles south of the City at Interstate 81, provides a third transportation artery to Washington, D.C., 72 miles to the southeast. The City's current population is estimated at 25,000 and employs approximately 500 people.

The City of Winchester periodically requires temporary employees to fulfill departmental responsibilities for a variety of tasks. The City's need for temporary services may be requested on an infrequent basis and the City will not guarantee work.

PURPOSE:

The purpose of this Request for Proposal (RFP) is to receive proposals to provide temporary employees on an as-needed basis covering a wide range of employment needs, including but not limited to: sanitation worker, utility service mechanic, laborer, and wastewater operators. If an Offeror cannot accommodate one or more of the above job tasks, or related field please indicate within your proposal.

Each position that may require temporary employment services for the City of Winchester requires varying levels of skill, knowledge and aptitude to successfully perform the job responsibilities in a safe, efficient, and effective manner. The City is looking for one or more firms to satisfy the City's need and provide qualified temporary employees.

This Request for Proposal (RFP), plus the resulting agreement, shall be consistent with, and governed by the Act, the Virginia Public Procurement Act (VPPA). This proposal may be awarded to one or more firms

TERM OF CONTRACT:

Length of original contract period shall be from date of award until June 30, 2008. This contract may be renewed for three (3) additional twelve (12) month periods.

SCHEDULE OF EVENTS:

1.	RFP Distribution	September 12, 2006
2.	Proposal Submissions Due (Part I)	October 17, 2006 at 2:00P.M. local time
3.	Interviews (Part II)	TBD
4.	Award of Contract	TBD

B. MINIMUM QUALIFICATIONS

All bidders shall provide documentation with their bid submission that they meet or exceed the minimum qualifications stated herein. *Failure to provide this documentation may result in the bid being deemed non-responsive and rejected.*

1. Vendors must show proof of Workman's Compensation and Unemployment Insurance minimum coverage as required by statute.
2. Vendor must show proof of a valid business license.

C. SCOPE OF SERVICES

The temporary employment services detailed in this section are to be performed for the City on a contractual basis and more than one vendor may be selected to meet the City's following minimum criteria:

1. General Temporary Employment Conditions:

    a. Temporary employees will be utilized on as-needed basis to replace City employees who are on annual leave, sick leave or to supplement normal crews during seasonal activities. Advance notice will be provided whenever possible but temporary employees may be requested on weekday mornings for service the same day. If advance notice is provided, temporary employees will be required to report at a specific time to a specific City location and scheduled to meet with a City representative to review the workload for the day. If no notice is possible, temporary employees are requested to report as soon as possible.
    b. Hours worked will be from the time each temporary employee has clocked in and clocked out for each day. City departments will use time clocks to more accurately capture the time in and time out for each temporary employee.
    c. Contractor Responsibilities:
        i. Contractor may request a job description for each position to best fit the temporary candidate pool with the City's needs and expectations.
        ii. Contractor shall be responsible in ensuring all temporary employees are drug and alcohol free, and possess a valid driver's license.
    d. City Responsibilities:
        i. City departments shall provide a general orientation for all <u>new</u> temporary employees to include, but not limited to: advise general work orders, hand out personal protective equipment (PPE), and provide City supervisor contact information.
        ii. City reserves the right to request a new temporary employee for any reason at any time when performing contract work for the City.
        iii. City shall pay all invoices within 30 days after receipt of an invoice, unless there is a dispute in the hours worked and payment will be made upon resolution between the Contractor and City.
        iv. City Administration Team reserves the opportunity and sole option to offer employment and hire any temporary employee after a four (4) month waiting period from their start of temporary services with the City of Winchester without penalty or payment from the Contractor.

2. Invoicing:
   a. Contractor shall invoice the City for hours worked only. Copies of time cards or time sheets shall accompany all invoices. Any additional charges or fees shall be pre-approved by the Team Leader, or designee.
   b. Hours worked will be from the time each temporary employee has clocked in and clocked out for each day. City departments will use time clocks to more accurately capture the time in and time out for each temporary employee.
   c. Contractor shall furnish a time sheet for each employee to the respective City supervisor where the temporary employee is scheduled to work.
   d. City supervisor or designee will complete the time sheet based on the time clock for each temporary employee and fax it to the Contractor at the end of each work week for invoice processing.
   e. All invoices shall be forwarded to the respective City department requesting the temporary employment services. Invoice consolidation between various departments cannot be accommodated.

3. Temporary Positions and Expectations:
   a. In order for each Offeror to completely understand the type of tasks and responsibilities required of potential temporary employees, the City has included several job descriptions used for the City's full time, classified employees for your review. The provided job descriptions, as amended are meant to be an advisor tool for Offerors to qualify and match your firm's ability to meet or exceed the City's need for temporary employees.
   b. Public Services Team - Environmental Maintenance division:
      i. Sanitation Worker - see Appendix A
      ii. Laborer – see Appendix B
   c. Public Services Team – Utilities division
      i. Utility Service Mechanic – see Appendix C
      ii. Wastewater Operator Trainee – see Appendix D
   d. Additional employment needs or related services, i.e. training, may be required throughout the term of this contract.

D. SELECTION PROCEDURE

This Request for Proposals is divided into two parts:

Part I - Submission of Firm Experience and Qualifications; and
Part II - Interviews and presentations from Part I short-listed firms, only.

In general, the selection of a temporary services company will be conducted by the following process:

PART I

1. Statements of firms' experience and qualifications must be submitted in the form defined under SUBMITTAL REQUIREMENTS (Section E).

2. *A Selection Committee* composed of City Staff will evaluate and rank all firms.

3. Firms will be evaluated and ranked in accordance with the Part I – EVALUATION CRITERIA detailed in Section F.

PART II

1. Based on the results of the process to this point, the highest ranked firms will be invited to make a presentation to the *Selection Committee*. The *Selection Committee* will also conduct formal interviews with these firms.

2. The *Selection Committee* will complete the final evaluation and rank the firms as set forth in Section F below, in order to identify up to one firm whose professional qualifications and proposed services are deemed most meritorious per VA Code §2.2-4301.

In compliance with VA Code § 2.2-4301, negotiations shall be conducted, beginning with the top ranked offeror. If an agreement, satisfactory and advantageous to the CITY can be negotiated with conditions considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such an agreement can be reached.

The *Selection Committee* shall recommend the appropriate firms to the City Purchasing Agent for award.

E. SUBMITTAL REQUIREMENT

The CITY seeks professional organizations that have the experience, qualifications and qualities described herein. Proposals shall be clear and concise, avoiding excessive content and unrelated work samples. Proposals shall not exceed 25 pages.

1. SUBMITTAL CONTENT – PART 1

Proposal Submittal shall contain the following information presented in the following order:

a. List of the five (5) most relevant references within the last five (5) years, including: short descriptions, dates and client references (include client contact person, address and phone number), preferably government agencies.

b. Summarize qualifications of key individuals by facility to be assigned to the work. Full resumes may be attached as an appendix. Information and/or resumes must exhibit qualifications and experience of the individual in the type of work to be conducted with emphasis on services similar in nature to those expected.

c. List the outside services to be used. Describe the anticipated scope of work by sub-consultants and how they will be coordinated. Specific names of sub-consultants are not required at this time. The intent of this section is to ascertain what outside services the firm will require.

d. What type of pre-employment screening practices does the firm require for each candidate, i.e. drug testing, background testing, polygraph, and detail your process.

e. Explain the firm's training program for the temporary candidate pool that could be assigned to the City of Winchester.

f. Describe, explain and/or show your firm's current candidate pool, including the overall skills, knowledge and aptitude they currently possess.

g. Provide non-binding hourly rates for the requested Scope of Work by job description.

h. Verify that required insurance coverage is available *(insurance certificates need not be submitted until the award stage).*

i. Provide a signed hold harmless indemnification agreement (see Section M).

2. **SUBMITTAL CONTENT – PART II**

Part II will consist of three sections:

a. Presentation by Firms and Formal Interview. Summarize the capabilities of the firm to meet the needs of the CITY. Presentation should depict how staff will be organized to accomplish the work and where they will be located. Demonstrate the availability of resources for the successful completion of the services. Question and Answer period.

b. Proposed, non-binding fee and cost structure for the company, as well as its standard terms and conditions for the work.

c. Identify any requested Amendments to the Standard Agreement.

F. EVALUATION CRITERIA AND SELECTION PROCESS

Each member of the *Selection Committee* will individually evaluate each firm on the basis of the following criteria. Thereafter, each member will rank the firms, from first to last. The *Selection Committee* will then develop a composite ranking of each firm.

PART I - Evaluation Criteria

- Experience and qualifications of key individuals to be assigned to the work.
- Qualifications and experience of the firm in performing requested services.
- Degree of firm's capability to perform outlined tasks.
- Familiarity with local government needs and requirements.
- Non-binding cost of services

PART II - Evaluation Criteria

- Final adjustments to Part I criteria may be made by each member of the *Selection Committee* upon conclusion of the interview.
- References: Three references will be reviewed before the *Selection Committee* selects.

Compensation: Offeror will not be compensated for the cost of proposal preparation whether or not an award is consummated.

Investigations: The *Selection Committee* may make such reasonable investigations, as it deems proper and necessary to determine the ability of the firm to perform the work. The *Selection Committee* and/or its representative(s) reserve the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities.

G. QUESTIONS

Questions regarding this solicitation must be submitted in writing at least two days prior to the proposal due date. The CITY will issue a written addendum to any inquiries that alter the scope of the proposal. All other contacts with City personnel concerning this solicitation are discouraged. Submit inquiries to:

Anne Lewis
Assistant Administration Director
City of Winchester
15 N. Cameron St
Winchester, VA 22601
540-667-1815 Ext. 1404
alewis@ci.winchester.va.us

H. GENERAL PROVISIONS:

SUBMISSION OF PROPOSALS:

Sealed Proposals to providing temporary employment services for the City of Winchester will be received by the Purchasing Agent on or before October 17, 2006 at 2:00pm local time.

The right is reserved, as the interest of the City may require, to revise or amend the specifications prior to the date set for opening proposals; the opening date may be postponed if deemed necessary by the Finance Director. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. In addition, the City reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any informalities.

One (1) original and three (3) copies of proposals are to be submitted in a sealed envelope bearing the Offerors company name, address, the proposal name and RFP number and the date and time due and mailed or delivered to:

City of Winchester
Finance Department - Purchasing Division
15 North Cameron Street, 1st Floor - Rouss City Hall
Winchester, Virginia 22601

LATE PROPOSALS:

It is the responsibility of the firm to insure the Purchasing Agent receives the submittal by the proposal due date and time. No submittals or modifications to submittals will be accepted after the proposal due date/time. Late Proposals will be returned to offeror unopened, if the container is properly identified with the firm's return address.

ACCEPTANCE OR REJECTION OF PROPOSALS:

The CITY reserves the right to waive information in Proposals, to reject any or all Proposals after all have been examined or to accept the Proposal(s) of the Offeror(s) which it deems most favorable to the interests of the CITY in accordance with the VPPA.

ADA REASONABLE ACCOMMODATION CLAUSE:

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Purchasing Department at (540) 667-1815 prior to October 5, 2006 to make arrangements.

PROPRIETARY INFORMATION:

Proposal sections containing trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

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 are 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.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor 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, 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 nondiscrimination clause.
    b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will 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 for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

PROMPT PAYMENT OF BILLS:

1. To Prime Contractor:
    a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

e. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia, § 2.2-4363 and City Code 21-61).

2. To Subcontractors:

a. A Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

a. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

INSURANCE:

The selected firm shall provide certificates of insurance coverage, pay premiums and keep in force until the expiration of this contract the following policies (*minimum coverage amounts listed):*

a. Comprehensive General Liability - $1,000,000 each occurrence bodily injury, and $1,000,000 each occurrence property damage. The CITY shall be included as additional insured.

b. Workers' Compensation and Employer's Liability – Statutory coverage for Virginia.

LICENSES AND PERMITS:

Contractors will be responsible for all licenses and permits if required.

NON-APPROPRIATION OF FUNDS:

A. In the event that funds are not appropriated for this Contract for any City fiscal year, following the City's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the City providing written notice to the Contractor prior to the date of termination.

B. The City shall not consider termination of the Contract pursuant to this section default. Upon such termination, the City shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

PENALTIES AND INTEREST:

Any provision of this Contract which requires or attempts to require the City to pay interest or late payment penalties, costs, fees or expenses, including but not limited to attorney's fees, shall be void and shall have no force or effect.

LIABILITY LIMITATIONS:

Any provision of this Contract which limits or attempts to limit the liability of the Contractor shall be void and of no force or effect.

AVAILABLE REMEDIES:

Any provisions of this Contract, which limits or attempts to limit any remedies available to the City shall be, void and shall have no force or effect.

ARBITRATION:

Any provision of the Contract which requires or attempts to require the parties to submit disputes to binding or non-binding arbitration shall be void and shall have no force or effect.

GOVERNING LAW:

The provisions shall govern this Contract hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia in and for the City of Winchester.

HOLD HARMLESS CLAUSE:

Bids shall provide that during the term of the contract, including warranty period, for the successful bidder indemnifying, defending, and holding harmless the City, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.

COOPERATIVE PROCUREMENT:

Any successful Bidder or Offeror, may at his sole discretion, allow any public body, locality, authority, agency, and school board of the Commonwealth to participate in the Invitation to Bid or Request For Proposal for the purpose of combining requirements to increase efficiency or reduce administrative expenses.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract the successful bidder will not discriminate against any employee because of race, religion, color, sex, disability or national origin, except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

CONFLICT OF INTEREST / BIDDERS RELATIONSHIP TO THE CITY

By signature of this bid, the firm (or individual) has no business or personal relationship with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Winchester, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the City of Winchester, pertaining to any or all work or services to be performed as a result of this request and any resulting contract with the City of Winchester.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred in the bid preparation and presentation, such expenses to be borne exclusively by the bidder.

QUALIFICATIONS OF OFFEROR'S

Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Finance Department-Purchasing Agent, that it has the necessary facilities, ability, and financial resources, to furnish the service or material specified herein in a satisfactory manner. The offeror may also be required to show past history and reference which will enable the Finance Department-Purchasing Agent, to be satisfied as to the offeror's qualification. Failure to qualify according to the foregoing requirements will justify proposal rejection

BIDDER RESPONSIBILITY

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents; nor will it be accepted as a basis for any claim whatsoever for any monetary considerations on the part of the successful bidder.

CONTRACTUAL DISPUTES

Disputes shall be addressed in accordance with section 21-61 of the Winchester City Code.

ETHICS IN PUBLIC CONTRACTING

This proposal incorporates by reference but is not limited to the provisions of law contained in the Virginia Conflict of Interests Act, the Virginia Governmental Fraud Act, Article 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia as amended, and Article VII of the City of Winchester Purchasing Ordinance.

TERMINATION

Termination for Convenience: The City of Winchester may terminate a contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving ten (10) days written notice to the vendor.

Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the City may terminate the contract for default. Upon termination for default,

payment may be withheld at the discretion of the City. The Vendor will be paid for work satisfactorily performed prior to termination.

MODIFICATION AND WITHDRAWAL OF BIDS

Before the bid opening, bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time ***prior*** to opening of the bids. The request for withdrawal or modification must be in writing and signed by a person duly authorized to do so.

After the bid opening, the City reserves the right to allow the withdrawal of bids, except as allowed by the Code of the City of Winchester, Virginia, Section 21-43, which states "the Bidder shall give notice in writing of his claim within two (2) business days after conclusion of the bid opening procedure." Bidder shall submit to the City his original work papers, documents and materials used in preparation of his bid sought to be withdrawn.

AWARD OF CONTRACT – NON-PROFESSIONAL RFP

Selection shall be made of one (1) 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 RFP. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The City may cancel this RFP 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 the City of Winchester 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 this solicitation, and the Contractor's proposal as negotiated.

I. - *Appendix A - SANITATION WORKER*

NON-EXEMPT
JOB CODE: 421
SALARY LEVEL: Grade 9
DATE: 07/28/06

SUMMARY: Performs routine unskilled manual work in the collection of solid waste; does related work as required. Work is performed under immediate supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Other duties may also be assigned.

- Picks up refuse cans from houses or business establishments and dumps into trucks and operates packer equipment.
- Cleans area around cans.
- Directs traffic and guides truck operator in congested areas.
- Cleans refuse truck and equipment.

QUALIFICATION REQUIREMENTS:

Education and/or Experience: Any combination of education and experience equivalent to completion of the ninth grade is required.

Language Skills: Ability to read. Ability to speak and communicate effectively using correct English.

Other Knowledge, Skills and Abilities: Ability to perform continuous heavy manual work at a rapid pace. Ability to understand and follow specific oral instructions.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Required Physical Activities: Walking, stooping, bending, heavy lifting, sitting, climbing, gripping and reaching.

Vision Requirements: Minimum standards as required by the Division of Motor Vehicles.

Environmental Conditions: Work is conducted outdoors in variable weather conditions. Exposed to wet and/or humid conditions.

EQUIPMENT ESSENTIAL TO DO THE JOB: Trucks, hand tools and two way radios.

NOTE: This classification specification is not intended to be all-inclusive. An employee will also perform other reasonably-related job responsibilities as assigned and required by management. City of Winchester reserves the right to revise or change job duties as the need arises. Moreover, management reserves the right to change job descriptions, job duties or working schedules based on their duty to accommodate individuals with disabilities. This classification specification does not constitute a written contract of employment.

I have read the classification specification above, fully understand the requirements set forth therein, and will perform these duties to the best of my ability.

Employee Signature	**Date**

J. ***Appendix B - LABORER***

NON-EXEMPT JOB CODE: 417
SALARY LEVEL: Grade 7 DATE: 10/13/03

SUMMARY: Performs responsible semi-skilled manual work; does related work as required. Work is performed under immediate supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions. Other duties may also be assigned.

- Loads and unloads gravel, dirt, timber, chemicals, and other materials, tools and equipment.
- Cuts grass and trims trees, rakes leaves.
- Digs shallow trenches and ditches, cleans catch basins, manholes and storm sewer lines.
- Picks up paper and debris on public property and streets.
- Performs various street maintenance duties such as cleaning gutters, patching holes, and painting traffic markings, and mulching.
- Removes snow and ice from City streets and sidewalks.
- Periodically works on refuse collection vehicles when understaffed in all types of weather.

QUALIFICATION REQUIREMENTS:

Education and/or Experience: Any combination of education and experience equivalent to the completion of ninth grade is required with some experience in performance of heavy manual work is desirable.

Certificates, Licenses, Registrations: Possession of a valid and appropriate driver's license; CDL required within 6 months of employment.

Language Skills: Ability to comprehend simple instructions; Ability to effectively present information in one-on-one and small group situations to other employees of the organization.

Other Knowledge, Skills and Abilities: Ability to perform manual labor for extended periods of time, often under unfavorable weather conditions; Ability to operate a dump truck; Ability to deal with problems involving a few concrete variables in standardized situations; must be able to wear self contained breathing apparatus for entry into confined spaces.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Required Physical Activities: Walking, talking, stooping, kneeling, crouching, crawling, reaching, and heavy lifting.

Vision Requirements: Specific vision abilities required for this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Environmental Conditions: Work is conducted outdoors in variable weather conditions; occasionally works near moving mechanical parts and in high precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, and vibration; noise level in the work environment is usually loud.

EQUIPMENT ESSENTIAL TO DO THE JOB: Power hand tools, pavement breakers, lawnmowers, trimmers, shovels, and traffic control equipment.

NOTE: This classification specification is not intended to be all-inclusive. An employee will also perform other reasonably-related job responsibilities as assigned and required by management. City of Winchester reserves the right to revise or change job duties as the need arises. Moreover, management reserves the right to change job descriptions, job duties or working schedules based on their duty to accommodate individuals with disabilities. This classification specification does not constitute a written contract of employment.

I have read the classification specification above, fully understand the requirements set forth therein, and will perform these duties to the best of my ability.

_____ _____

Employee Signature **Date**

K. Appendix C - UTILITY SERVICE MECHANIC

NON-EXEMPT JOB CODE: 309
SALARY LEVEL: Grade 11 DATE: 07/28/06

SUMMARY: Performs responsible semi-skilled work installing and maintaining water and sewer services; does related work as required; Work is performed under supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions. Other duties may also be assigned.

- Repairs and services (includes testing) fire hydrants.
- Locates underground utilities using maps, rods, and electronic equipment.
- Performs preventative maintenance on water and sewer lines.
- Reads water meters entering data into portable handheld meter reading devices.
- Checks meters for leaks, repairs as needed.
- Installs and removes meters.
- Repairs water and sewer lines.
- Inspects lift stations and performs preventative maintenance on pumps, motors and equipment.
- Use hand tools related to water and sewer repairs.
- Makes water and sewer taps.
- Performs general housekeeping duties which include but are not limited to floor maintenance, washing windows, painting, mowing grass, trimming hedges, containing weeds, cleaning equipment and washing vehicles.

QUALIFICATION REQUIREMENTS:

Education and/or Experience: Any combination of education and experience equivalent to a High School diploma or General Education Degree (GED) is required and some related experience and/or training in public utility work and in mechanical repair.

Certificates, Licenses, Registrations: Possession of a valid and appropriate driver's licenses.

Language Skills: Ability to read and interpret simple instructions, short correspondence, and memos: ability to effectively present information in one-on-one and small group situations to customers, and other employees of the organization.

Other Knowledge, Skills and Abilities: Must be able to wear self-contained breathing apparatus which may be necessary for entry into confined space.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Required Physical Activities: Walking, talking, stooping, kneeling, crouching, crawling, reaching, tasting, smelling, use hands to finger, handle or feel objects, tools or controls and lifting.

Vision Requirements: Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Environmental Conditions: Work is conducted outdoors in variable weather conditions. Works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, vibration, and toxic or caustic chemicals.

EQUIPMENT ESSENTIAL TO DO THE JOB: Sewer and water tap machines; pipe locator; metal detector; dump truck; sewer VAC truck, all other vehicles; hand tools; flow tote; jack hammer; wackee packee; rodder truck; lawn mower; self-contained breathing apparatus.

NOTE: This classification specification is not intended to be all-inclusive. An employee will also perform other reasonably-related job responsibilities as assigned and required by management. City of Winchester reserves the right to revise or change job duties as the need arises. Moreover, management reserves the right to change job descriptions, job duties or working schedules based on their duty to accommodate individuals with disabilities. This classification specification does not constitute a written contract of employment.

I have read the classification specification above, fully understand the requirements set forth therein, and will perform these duties to the best of my ability.

_____ _____

Employee Signature **Date**

L. Appendix D - WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

NON-EXEMPT JOB CODE: 303
SALARY LEVEL: Grade 10 DATE: 07/28/06

SUMMARY: Performs routine semi-skilled work in the operation of wastewater treatment facilities; does related work as required. Work is performed under immediate supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Other duties may also be assigned.

- Oversees the proper functioning of pumps, motors, instrumentation, filters and chemical feeders.
- Maintains operational parameters as specified by the Facility Manager or Shift Leader.
- Checks equipment and records data.
- Changes charts on recording equipment and determines usage or flow.
- Collects samples from designated points.
- Performs routine physical and chemical analyses, records results or takes samples to the lab for more extensive analysis.
- Makes adjustments to operating equipment and notifies superiors of need for repair work.
- Keeps chemical feeders stocked.
- Keeps basins free from foreign matter.
- Performs general housekeeping duties which include but are not limited to floor maintenance, washing windows, painting, mowing grass, trimming hedges, containing weeds and cleaning equipment.

QUALIFICATION REQUIREMENTS:

Education and/or Experience: Any combination of education and experience equivalent to a High School diploma or General Education Degree (GED) is required.

Certificates, Licenses and Registrations: Possession of a valid and appropriate driver's license. Ability to obtain a valid certificate from the State of Virginia Board of Certification of Water and Wastewater Works.

Language Skills: Ability to read and comprehend simple instructions, short correspondence and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to other employees of the organization.

Other Knowledge, Skills and Abilities: Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percent and to draw and interpret bar graphs. Ability to apply commonsense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations. Must be able to wear a self-contained breathing apparatus which may be necessary in the event of a chlorine gas or sulfur dioxide gas leak or entry into confined space.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Required Physical Activities: Walking, talking, stooping, kneeling, crouching, crawling, reaching, tasting, smelling, use hands to finger, handle or feel objects, tools or controls and lifting.

Vision Requirements: Specific vision abilities required by this job include close vision, color vision and the ability to adjust focus.

Environmental Conditions: The employee frequently works near moving mechanical parts and in outside weather conditions and is frequently exposed to toxic or caustic chemicals. The employee is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, risk of electrical shock and vibration.

EQUIPMENT ESSENTIAL TO DO THE JOB: Motor vehicles, calculators and basic hand tools.

NOTE: This classification specification is not intended to be all-inclusive. An employee will also perform other reasonably-related job responsibilities as assigned and required by management. City of Winchester reserves the right to revise or change job duties as the need arises. Moreover, management reserves the right to change job descriptions, job duties or working schedules based on their duty to accommodate individuals with disabilities. This classification specification does not constitute a written contract of employment.

I have read the classification specification above, fully understand the requirements set forth therein, and will perform these duties to the best of my ability.

_____ _____

Employee Signature **Date**

M. HOLD HARMLESS AGREEMENT – RFP #200637

This agreement between the City of Winchester, and _____ shall, for the term of the contract, including warranty period, indemnify, defend and hold harmless the City, its officers, employees, agents and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of any rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor/vendor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. Contractor agrees that this clause shall include claims involving infringement of patent or copyrights.

Contractor: _____

Address: _____

_____

Name & Title: _____

Signature: _____

Date: _____