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Dinwiddie County Public Schools

OFFICE OF THE SUPERINTENDENT

Request for Proposal

RFP # 26-111725

Comprehensive Classification and Compensation Plan

This procurement request is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Jenna Athey
Dinwiddie County Public Schools
Procurement Officer
Finance Department

14016 Boydton Plank Road
P.O. Box 7
Dinwiddie, VA 23841

(804) 469-4190 Fax (804) 469-4197

Or

E-Mail: BIDS@DCPSNET.ORG

Date Issued: November 17, 2025

Deadline for e-mailed questions: Monday, December 1, 2025 @ 02:00 p.m.

Date & Time of Closing: Wednesday, December 12, 2025 @ 02:00 p.m.

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1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified offerors to develop an updated and comprehensive classification and compensation plan for Dinwiddie County Public Schools (DCPS).

If you are an individual with a disability and require a reasonable accommodation, please contact Jenna Athey at (804) 469-4190 at least three (3) working days prior to the proposal due date.

Proposals, including any addenda or changes to responses, will not be accepted via fax, orally, or by telephone.

This solicitation is not intended to exclude any qualified or responsible vendor, product, or service, nor to restrain or restrict competition. On the contrary, all responsible and qualified vendors are encouraged to submit proposals.

2.0 BACKGROUND

Dinwiddie County is located in south-central Virginia, approximately forty (40) miles south of Richmond, with a population of 28,576. The County covers 507 square miles and DCPS is the fourth-largest employer in the area.

The mission of the Dinwiddie County School Board is to provide each student the opportunity to become a productive citizen by engaging the entire community in meeting the educational needs of our children.

Dinwiddie County Public Schools serves approximately 3,975 students in preschool through grade 12. The division includes:

- Five (5) elementary schools
- One (1) middle school
- One (1) high school
- One (1) alternative learning center

Dinwiddie County Public Schools currently employs approximately 675 individuals. Staff positions include teachers, principals, paraprofessionals, clerical and administrative staff, professional personnel, transportation, and nutrition staff. Teachers will not be part of this study. Dinwiddie county public schools has 627 full-time and 48 part-time employees.

All positions included in the current Unified Pay Plan (UPP) are to be included in this study as well as Transportation. A classification review of each position is required. The current pay structure consists of twenty-nine (29) job classification grades, with some

classifications encompassing multiple employees. Transportation currently operates under four (4) pay scales.

In 2008, the County contracted with a consultant to conduct a classification and compensation study; however, it was not implemented due to the economic recession. In 2018, a compensation-only review was completed by the same consultant. Since implementing the current classifications in 2018–2019, many positions have been reviewed and updated, and new positions have been created and incorporated in the plan. Since the plan was adopted, individual employee salaries have progressed annually, with the exception of Fiscal Year 2021.

3.0 SCOPE OF WORK / STATEMENT OF NEEDS

The Dinwiddie County School Board is seeking proposals from qualified offerors to develop an updated, comprehensive, and objective classification and compensation plan that will enable the School Division to:

- Attract and retain highly qualified employees;
- Ensure that positions performing similar work with comparable levels of complexity, responsibility, and required knowledge, skills, and abilities are classified consistently;
- Provide salaries that are commensurate with assigned duties;
- Establish clear and recognizable compensation growth opportunities; and
- Maintain a competitive position with comparable school divisions, organizations, and private employers within the same geographic region.

The offeror shall, at a minimum, complete the following tasks in the development of the classification and compensation studies:

A. Classification Study

Conduct interviews and/or job audits as appropriate. These may be performed individually or in groups based on position type.

- Identify the Fair Labor Standards Act (FLSA) status (exempt or non-exempt) of each position.
- Present proposed recommendations to the Division's Senior Leadership Team for review prior to final classification determinations.
- Finalize class specifications and recommend appropriate classifications for each position.
- Submit recommendations for implementation and transition measures.
- Develop a straightforward, easily maintained classification system and maintenance plan for Human Resources to ensure ongoing equity and accuracy. The final system should be provided in an electronic format.

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- Conduct a comprehensive training program for Senior Leadership to ensure understanding of the system and the ability to clearly communicate it to stakeholders.

B. Compensation Study

Review the current compensation plan (including salary grade levels and steps) and assess existing challenges.

- Collaborate with the Division's Senior Leadership Team to identify comparable labor markets, including both public and private sector employers, for use in the compensation survey.
- Develop and conduct a comprehensive compensation survey that includes degree supplements and provide recommendations based on the findings.
- Recommend appropriate salary ranges for each position and corresponding salaries for each employee, taking into consideration survey results, internal equity, and best practices. Prepare a new salary structure based on these results.
- Recommend implementation strategies, including an analysis of the financial impact and cost of implementing the new plan.
- Provide recommendations and implementation strategies for other key compensation practices based on market trends, which may include:
 - Skill-based pay
 - Special assignment pay
 - Certification pay
 - Bilingual pay
 - Promotional pay
 - Acting assignment pay
- Provide system documentation and any required electronic formats or software necessary to administer the compensation plan.
- Recommend processes for the ongoing internal administration and maintenance of the compensation plan.
- Develop a longevity plan applicable to all positions, including the teacher salary scale.
- Provide recommendations for substitute pay rates that are competitive with comparable school divisions and local employers.
- In addition to the deliverables outlined above, the Offeror shall make themselves available for continuing consultation services on an as-needed basis for up to five (5) years following project completion. These services may include, but are not limited to, implementation support, clarification of deliverables, or additional advisory work as requested by the School Board. The Offeror shall provide an hourly rate structure for such consultation services as part of their proposal.

C. Placement Guidelines

The selected vendor will provide comprehensive salary placement guidance to ensure fair, consistent, and equitable compensation practices across all position classifications. This includes analyzing proposed salaries to prevent and mitigate salary compression, ensuring internal equity among new and existing employees, and maintaining alignment with market competitiveness and organizational compensation philosophy. The vendor will review relevant salary data, job classifications, and experience factors to support accurate and equitable salary recommendations.

D. Final Report and Presentation

The Offeror shall prepare a comprehensive Final Report and deliver a formal presentation of results to the Cabinet and the School Board. The Final Report and presentation shall include, at a minimum, the following elements:

- Background and purpose of the project
- Project objectives and goals
- Methodology used to conduct the analysis
- Key findings and outcomes
- Recommendations and potential implications of those recommendations

Note: The Dinwiddie County School Board will furnish all available pay ranges, job classifications, and other relevant information as requested to facilitate completion of the study.

3.1 CLARIFICATION OF TERMS

Any prospective offeror with questions regarding the specifications or other solicitation documents must contact Jenna Athey at bids@dcpsnet.org no later than 2:00 p.m. on Monday, December 1, 2025. Please reference RFP #26-111725 in the subject line.

Any revisions to this solicitation will be made only through a written addendum issued by the buyer. It is the Offeror's responsibility to check the website for any such addenda.

Offerors are prohibited from contacting any School Board Representative or County Representative other than the Purchasing Representative listed in this solicitation. Any unauthorized contact may result in disqualification from the procurement process.

4.0 OFFEROR QUALIFICATIONS

To be considered for award, offerors must meet the following qualification:

- Demonstrated satisfactory work experience on projects of similar size, scope, and complexity (or larger).

During the evaluation process, the School Board may conduct any investigations it deems necessary to determine an offeror's ability to perform the required services or furnish the specified goods. Offerors shall provide all requested information and data to support this evaluation.

The School Board reserves the right to inspect an offeror's facilities prior to award to verify capability and capacity. The School Board may reserve the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the Board that the offeror is properly qualified to fulfill the contract requirements.

The Dinwiddie County School Board reserves the right to:

- Make the final determination of responsible offerors.
- Waive informalities and irregularities.
- Accept or reject any or all proposals, in whole or in part.
- Award contracts to multiple offerors if deemed in the best interest of the School Board.

Proposals must be as thorough and detailed as possible to allow the evaluation committee to accurately assess the offeror's capability to provide the required services. It is not the intent of these specifications to be proprietary or to exclude any qualified individual, business, or firm.

5.0 PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Submission Requirements

To be considered for selection, Offerors must submit a complete response to this RFP in either hard copy or electronic format.

1. Hard Copy Submission:

- Submit four (4) copies of the proposal — one (1) unbound original in a sealed envelope clearly marked:
"RFP #26-111725 – Comprehensive Classification and Compensation Plan."
- Deliver to:
Dinwiddie County School Board Office

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ATTN: Jenna Athey
14016 Boydton Plank Road
Dinwiddie, VA 23841

2. Electronic Submission:

- Submit one (1) electronic copy via email to:
Jenna Athey, Finance & Procurement Specialist
Email: bids@dcpsnet.org

All proposals, whether mailed, hand-delivered, or emailed, must be received no later than 2:00 PM (local prevailing time) on December 12, 2025.

- Faxed proposals will not be accepted.
- It is the Offeror's responsibility to ensure timely delivery. Late proposals will not be considered.
- All submissions must be clearly labeled on the outside of the sealed envelope/package:
"RFP #26-111725 – Comprehensive Classification and Compensation Plan."
- An authorized agent of the Offeror, with authority to make financial and contractual commitments, must sign the proposal.
- As this is a formal, sealed Request for Proposal, no information regarding the contents or identities of Offerors will be disclosed until after the negotiation process.
- If the Dinwiddie School Board Office is closed due to inclement weather or an emergency at the scheduled time for receipt of bids/proposals, the deadline will automatically move to the next business day at the same time.
- The provisions of §2.2-4342 of the Code of Virginia, as amended, apply to the inspection of proposals received.

Note: The School Board Office will be closed November 24-28, 2025. Bids/Proposals, amendments, or withdrawals received after the specified due date may not be considered. It is the sole responsibility of the Bidder/Offeror to ensure that their bid/proposal is received in the Procurement Office by the specified date and time

B. Completeness of Proposals

All requested information must be submitted. Failure to provide required information may result in a lower evaluation score or rejection of the proposal. The School Board reserves the right to request missing information promptly; however, substantially incomplete proposals may be deemed non-responsive and disqualified from consideration.

C. Signature Requirements

Proposals must be signed by an authorized representative of the offeror and include the offeror's full business address.

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- **Partnerships:** The proposal must include the full name of all partners and be signed in the partnership name by one partner or an authorized representative, followed by their designation.
- **Corporations:** The proposal must be signed with the legal name of the corporation, the state of incorporation, and the signature and title of an authorized officer (e.g., President, Vice President, or Secretary).
- **Individuals:** Proposals signed by an individual using a title such as “President” or “Agent” without disclosing a principal may be held to be the proposal of the individual signer.

When requested, satisfactory evidence of the signer’s authority to bind the offeror must be provided.

D. Proposal Format

Proposals should be prepared simply and economically, providing a clear and concise description of the offeror’s capabilities to meet the requirements of this RFP. Emphasis should be placed on completeness, clarity, and accuracy of content rather than on elaborate presentation materials.

E. Proposal Organization

Proposals should be organized in the same order as the requirements presented in this RFP. All pages must be numbered, and each paragraph should reference the corresponding paragraph number from the RFP. It is recommended to cite the paragraph number and repeat the text of the requirement as it appears in the RFP. If a response extends beyond one page, repeat the paragraph number at the top of the following page.

Each proposal must include a table of contents cross-referencing the RFP requirements. Any information the offeror wishes to include that does not directly address a requirement should be placed in a clearly labeled “Additional Material” section at the end of the proposal.

Proposals not organized in this manner risk elimination from consideration if evaluators are unable to locate where RFP requirements are addressed.

F. Withdrawal / Modification of Proposals

Proposals may be withdrawn or modified by written notice received from the offeror prior to the deadline for proposal submission. The withdrawal or modification must be executed by the individual who signed the original proposal or by an authorized representative identified on the face of the proposal.

Written modifications must be submitted on a separate document and signed by the person making the change or withdrawal.

G. Use of Terms

Within this RFP, the terms “must” and “shall” indicate mandatory requirements whose absence will have a major negative impact on the suitability of the proposed solution. The terms “should” and “may” indicate highly desirable but nonessential items whose absence will not significantly affect evaluation.

While the intent is to meet all “must” and “shall” requirements, an offeror’s inability to satisfy a specific requirement does not automatically disqualify them; however, it may negatively impact the overall evaluation of the proposal.

G. Proposal Copies

Each copy of the proposal should be contained within a single volume when practical. All supporting documentation must be included within that same volume.

H. Ownership of Materials

All data, materials, and documentation prepared for the School Board under this RFP shall become the exclusive property of the Dinwiddie County School Board and are subject to public inspection under the Virginia Freedom of Information Act (FOIA).

I. Proprietary Information

Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act (FOIA)*. However, to claim protection under *Code of Virginia § 2.2-4342(F)*, the bidder/offeror must:

1. Invoke the protection in writing, either prior to or upon submission of the data or materials;
2. Identify the specific data or materials to be protected; and
3. State the reasons why protection is necessary.

Classifying an entire bid or proposal, including line-item prices or total prices, as proprietary or trade secret is not acceptable. If the bidder/offeror refuses to withdraw such a broad classification after being given a reasonable opportunity to do so, the bid will be deemed nonresponsive or the proposal will be rejected. Failure to follow these steps will result in loss of FOIA protection.

Agencies and institutions will not release any information designated as trade secret or proprietary unless ordered by a court of competent jurisdiction. If a third party challenges such designation, they may be advised (upon concurrence of the agency’s legal counsel) that they must obtain a **court order** and request to be named as a defendant along with the bidder/offeror/contractor and the agency involved.

J. Submission Deadline

All proposals must be received at the designated location listed in this RFP by the stated deadline (local prevailing time). Proposals received after the deadline, regardless of delivery method, will be rejected. The Dinwiddie County School Board will determine the official time of receipt.

The School Board is not responsible for delivery delays by USPS, UPS, FedEx, or any other carrier. It is the offeror's responsibility to ensure timely and proper delivery of the proposal.

K. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to provide an oral presentation to the School Board Evaluation Committee. This presentation offers an opportunity for the offeror to clarify or elaborate on their proposal. It is intended solely as a fact-finding and explanation session and does not include negotiation.

The School Board will determine whether oral presentations are necessary and will schedule the time and location if required. The decision to hold presentations rests entirely with the School Board and may or may not occur.

L. Proposal Costs

The offeror shall be fully responsible for all costs incurred in the preparation and submission of their proposal. It is the offeror's responsibility to ensure that the proposal is received in the appropriate office prior to the specified closing date and time.

6.0 SPECIFIC PROPOSAL INSTRUCTIONS

Offerors are required to submit the following items as part of a complete proposal. Failure to provide any of the requested information may render the proposal non-responsive

A. Return all required attachments, fully completed and signed.

B. Provide a written narrative that includes the following:

1. A brief description of the company and the services provided.
2. The company's experience and qualifications.
3. The names, qualifications, and experience of personnel assigned to the project.
4. A statement confirming the company's understanding of the work required and the expectations of the School Board.
5. A detailed plan or methodology for performing the required services.
6. A proposed timeline for completion of the project.

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7. A detailed cost estimate, including a suggested payment schedule based on contract milestones. The estimate must include the unit price, total price, and grand total. In the event of a discrepancy in price extensions, the unit price shall prevail.
8. A list of recent projects (within the past two years) of similar size and complexity to this project, including key contact names, phone numbers, and email addresses.

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate proposals and develop a shortlist of offerors for potential interviews and/or negotiations. Offerors must address each criterion in the order listed and provide specific, detailed responses:

- Specific plan or methodology for performing the required services – 25%
- Experience and qualifications of the company and assigned personnel – 25%
- Cost estimate – 20%
- References and prior performance – 20%
- Proposed timeline for completion & completeness of the proposal – 10%

The School Board reserves the right to cancel or reject any or all proposals, waive informalities, and negotiate or award a contract deemed in the best interest of the Board. The School Board is not required to provide a statement explaining why a particular proposal was not considered the most advantageous (Code of Virginia § 2.2-4359D).

6.2 Award

The contract will be awarded to the lowest responsible and responsive offeror. Upon award or announcement of the decision to award, the Finance Department will notify all offerors who submitted proposals in writing of the outcome.

Following the award or decision to award a contract, the School Board will post a notice of the award on the Division's website:

<http://www.dinwiddie.k12.va.us> → Departments → Finance → Purchasing → Current Solicitations

In accordance with § 2.2-4360 of the Code of Virginia, any offeror who wishes to protest the award or decision to award must submit a written protest to:

Dinwiddie County School Board
ATTN: Jenna Athey
14016 Boydton Plank Road
P.O. Drawer 7

Dinwiddie, VA 23841
Email: bids@dcpsnet.org

Such protest must be clearly identified as a protest and include the basis for the protest and the relief sought. The written protest must be received within ten (10) days after the announcement of the award or decision to award, whichever occurs first.

7.0 GENERAL TERMS AND CONDITIONS

A. Anti-Discrimination

Dinwiddie County Public Schools (DCPS) does not discriminate against faith-based organizations. By submitting a proposal, offerors certify that they will comply with the provisions of the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended; the Virginians with Disabilities Act; the Americans with Disabilities Act; and § 2.2-4311 of the Virginia Public Procurement Act (VPPA), where applicable.

If the award is made to a faith-based organization, that organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, race, age, color, gender, or national origin. Such organizations are subject to the same requirements as all other contractors in accounting for the use of public funds. However, if the organization segregates public funds into separate accounts, only those accounts and programs funded by public funds shall be subject to audit by the public body.

(Code of Virginia § 2.2-4343.1E)

For all contracts exceeding \$10,000, the following provisions apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to employment discrimination, except where a bona fide occupational qualification reasonably applies. The contractor shall post, in conspicuous places available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.
 - b. In all solicitations or advertisements for employees placed by or on behalf of the contractor, it shall be stated that the 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 these requirements.

2. Subcontracts and Purchase Orders:

The contractor shall include the provisions of Section 1 above in every subcontract or purchase order exceeding \$10,000, so that these provisions are binding on all subcontractors and vendors.

B. Immigration Reform and Control Act of 1986

By submitting a proposal, offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

C. Contract Documents

The contract executed between the parties shall consist of the following documents, which are incorporated by reference and collectively referred to as the Contract Documents:

- The Request for Proposals (RFP)
- The offeror's submitted proposal
- General Terms and Conditions
- Special Terms and Conditions
- Specifications and Scope of Services
- All modifications, amendments, and addenda to the foregoing documents

All time limits stated within the Contract Documents, including but not limited to completion deadlines, are of the essence of the contract.

C. Notice to Proceed

No work shall be performed under this contract until the selected vendor has been formally notified by the Project Manager or another individual authorized by the School Board. A list of authorized personnel will be provided to the successful vendor. Any work performed without such written authorization will be considered unauthorized, will not be compensated, and may be grounds for contract cancellation.

D. Bid Acceptance Period

Any bid submitted in response to this solicitation shall remain valid for sixty (60) days from the closing date. At the end of this period, the bidder may withdraw the bid by submitting a written request. If no withdrawal is made, the bid shall remain in effect until an award is made or the solicitation is canceled.

E. Ownership of Documents

All finished or unfinished information, materials, documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials prepared by or for the Contractor/Vendor under any resulting contract shall, at the option of the Dinwiddie County School Board, become the property of the School Board. These materials shall be

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delivered to and remain the property of the School Board upon completion of the work or termination of the contract.

The School Board shall have the right to use and reproduce all data and reports submitted under this contract without additional compensation to the Contractor/Vendor.

Any documents or materials provided to the Contractor/Vendor by the Dinwiddie County School Board shall be returned to the School Board upon delivery of the final products and/or services.

All artwork, negatives, proofs, or other materials produced by the Contractor/Vendor in connection with the contracted products or services shall become the property of the School Board and must be delivered to the School Board upon completion of the work, unless otherwise requested.

Failure to deliver such artwork, negatives, proofs, or materials may result in the withholding of any payments due to the Contractor/Vendor.

F. To Prime Contractor

Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address listed on the purchase order or contract. All invoices must include the state contract number and/or purchase order number, as well as the contractor's Social Security Number (for individuals) or Federal Employer Identification Number (for businesses). A completed W-9 Form must also be submitted.

Any payment terms requiring payment in fewer than 30 days shall be regarded as requiring payment 30 days after the date of the invoice or delivery—whichever occurs later. This does not affect offers of discounts for early payment.

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

The date of payment shall be determined as follows:

- When payment is made by mail, the date of the postmark shall be considered the payment date.
- When payment is made through an offset proceeding authorized under the *Virginia Debt Collection Act*, the date of offset shall be considered the payment date.

Unreasonable Charges - For certain emergency procurements and time-and-materials purchases where final job costs cannot be determined at the time of order, contractors are advised that final payment is contingent upon a determination of the reasonableness of all invoiced charges.

If charges appear unreasonable, they will be reviewed and challenged, and that portion of the invoice will be withheld until the issue is resolved. If the Dinwiddie County School Board determines that any invoiced charges are unreasonable, it shall promptly notify the contractor in writing, stating which charges are in dispute and the basis for the determination.

The contractor may not initiate legal action unless a settlement cannot be reached within thirty (30) days of notification. This provision does not relieve the School Board of its prompt payment obligations for undisputed charges (*Code of Virginia*, § 2.2-4363).

G. To Subcontractor(s)

Within seven (7) days of receiving payment from the Dinwiddie County School Board for work performed by subcontractor(s), the contractor is required to:

1. Pay each subcontractor their proportionate share of the payment received; or
2. Notify both the School Board and the subcontractor(s) in writing of the contractor's intention to withhold payment and state the reason for withholding.

The contractor must pay the subcontractor(s) interest at a rate of one percent (1%) per month (unless otherwise specified in the contract) on all amounts remaining unpaid seven (7) days after receipt of payment from the School Board, except for amounts lawfully withheld under item (2) above.

The date of mailing of any payment via U.S. Mail shall be considered the payment date. These provisions apply to all sub-tier subcontractors working under the primary contract.

A contractor's obligation to pay interest to subcontractors shall not be construed as an obligation of the Dinwiddie County School Board.

H. Ethics in Public Contracting

By submitting a proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal. Offerors further certify that they have not conferred on any public employee with official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, unless consideration of substantially equal or greater value was exchanged.

Offerors must identify any actual or potential conflicts of interest that exist or may arise if recommended for award and propose how such conflicts will be resolved.

By signing the proposal documents, each offeror attests that, to the best of their knowledge and belief, neither they nor their agents or employees have colluded with any other person or entity to obtain information or gain an unfair advantage, nor have they sought favoritism in the award of this solicitation.

I. Confidentiality (Contractor)

The Contractor/Vendor assures that all personal information and data obtained regarding Dinwiddie County Public Schools employees shall remain confidential during and after the term of this agreement. Such information shall not be disclosed without the written consent of both the individual and Dinwiddie County Public Schools.

Any data released must be in summary, statistical, or other non-identifiable form.

Dinwiddie County Public Schools reserves the right to determine the responsibility of Offerors, to waive informalities or irregularities, and to accept or reject any or all proposals. Proposals must be detailed enough to allow proper evaluation of the Offeror's capabilities. It is not the intent of the specifications to be proprietary or exclusionary. Multiple awards may be made at the discretion of the School Board.

J. Drug and Alcohol – Free workplace

During the performance of this contract, the contractor agrees to:

Provide a drug- and alcohol-free workplace for all employees.

ii. Post, in conspicuous places accessible to employees and applicants, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances, marijuana, or alcohol is prohibited in the workplace, and outlining the actions that will be taken for violations.

iii. State in all solicitations or advertisements for employees that the contractor maintains a drug- and alcohol-free workplace.

iv. Include these provisions in every subcontract or purchase order exceeding \$10,000 so that they are binding upon each subcontractor or vendor.

For purposes of this section, a "drug- and alcohol-free workplace" means a site where work related to a specific contract is performed and where employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during contract performance.

K. Insurance

By signing and submitting a proposal under this solicitation, the offeror certifies that, if awarded the contract, they will maintain the required insurance coverage at the time of award. For construction contracts, any subcontractors involved must carry workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

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The contractor and all subcontractors must maintain the required insurance coverage for the entire duration of the contract, and all insurance must be issued by companies authorized to conduct business in Virginia by the Virginia State Corporation Commission.

Minimum Required Insurance Coverages and Limits

A. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers with three or more employees, including the employer. Contractors must notify the School Board of any increase in employees that affects their workers' compensation requirements during the contract term. Failure to do so constitutes noncompliance.

B. **Employer's Liability:** \$100,000 per occurrence.

C. **Commercial General Liability:** \$1,000,000 per occurrence. Coverage must include bodily injury, property damage, personal injury, advertising injury, products, and completed operations.

- The School Board of Dinwiddie must be named as the Certificate Holder.
- The School Board of Dinwiddie, its elected and appointed officials, officers, consultants, agents, employees, and any affiliated or subsidiary boards must be listed as additional insureds and endorsed on the policy.

D. **Automobile Liability:** \$1,000,000 per occurrence (required only if a motor vehicle will be used in the contract).

E. **Professional Liability:** \$1,000,000 per occurrence.

F. **Umbrella Liability:** \$1,000,000 per occurrence.

L. Copyrights and Patents

The contractor shall hold harmless and indemnify Dinwiddie County School Board, its agents, officers, and employees, from any liability arising from the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this contract, for which the contractor is not the patentee, assignee, or licensee.

M. Applicable Laws

This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising from this contract shall be brought in the courts having jurisdiction in Dinwiddie County, Virginia.

Both DCPS and the contractor are encouraged to resolve any contractual disputes through Alternative Dispute Resolution (ADR) procedures in accordance with § 2.2-4366 of the Code of Virginia.

The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

N. Cooperative Procurement

This procurement is conducted in accordance with Virginia Code § 2.2-4304.

By submitting a response, the offeror acknowledges and agrees that any resulting contract may be extended to other public agencies or bodies within the Commonwealth of Virginia to permit them to purchase goods and/or services under the same terms, conditions, and pricing established in this contract.

The successful contractor shall work directly with each participating public agency for all orders, billing, and delivery arrangements.

Dinwiddie County Public Schools shall bear no responsibility or liability for any costs, expenses, or obligations incurred by the contractor or any participating public agency under this cooperative procurement provision.

O. State Corporation Commission Identification Number

To contract with the Dinwiddie County School Board, Contractors/Vendors organized as a corporation, limited liability company, business trust, limited partnership, or registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as required by law.

Bidders/Offerors must include their State Corporation Commission (SCC) identification number in their bid/proposal. Those not required to be authorized to transact business must provide a statement explaining why. Failure to provide the required information may result in disqualification unless a waiver is granted by the Purchasing Agent.

Entities contracting with a public body under §2.2-4311.2 of the Code of Virginia must maintain their legal status throughout the contract term. The School Board reserves the right to void any contract if the entity fails to remain compliant.

P. Substitutions

Unless otherwise specified as "NO SUBSTITUTE," the reference to a manufacturer, brand, make, or catalog number is intended only to describe the desired quality and performance level. Equivalent products may be offered, provided full descriptive data is submitted for review. The offered product must serve the intended purpose equally well and carry an equivalent warranty. If no alternative is indicated, it will be assumed that the exact item specified will be supplied.

Q. Taxes

Sales to the School Board are generally exempt from state sales tax. Tax exemption certificates (Form ST-12) will be provided upon request. Deliveries under this contract are typically exempt from federal excise and transportation taxes. However, the School Board pays sales tax on materials and supplies installed by a Contractor/Vendor that

become part of real property. Contractors/Vendors are not exempt from paying taxes on these items and should include such costs in their pricing.

R. Negotiations

Selection shall be made from offerors deemed fully qualified and best suited, based on the evaluation factors included in this RFP, including price (if applicable). Negotiations will then be conducted with those selected offerors. While price will be considered, it will not necessarily be the sole determining factor.

After negotiations have concluded, the School Board will select the offeror that, in its opinion, has submitted the most advantageous proposal and provides the best overall value. The School Board reserves the right to cancel this RFP or reject any or all proposals at any time prior to award and is not required to provide a statement explaining why a particular proposal was not selected (Code of Virginia § 2.2-4359D).

If the School Board determines, in writing and at 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 directly to that offeror.

S. Termination by Owner for Convenience

The Owner may terminate this contract at any time, in whole or in part, without cause, by providing the Contractor/Vendor thirty (30) days' written notice. Upon termination, the Contractor/Vendor shall immediately cease work, remove all labor and materials (unless otherwise directed), and take necessary steps to assign subcontracts and purchase orders as directed by the Owner.

Upon satisfactory completion of these steps, the Contractor/Vendor shall receive as full compensation:

1. All amounts due under the contract up to termination;
2. Amounts due for work performed after the most recent payment request through the termination date;
3. Reasonable costs directly associated with demobilization.

No payment will be made for lost profits or other consequential damages. Upon these payments, the Owner shall have no further obligation.

Termination for convenience does not affect the obligations of the Contractor's surety on performance and payment bonds.

T. Testing and Inspection

All goods and services must comply with applicable federal, state, and local laws and regulations. The Contractor/Vendor warrants that the goods or services provided are

covered by the most favorable commercial warranties offered to any customer, and that these warranties are in addition to those available under this solicitation.

The School Board reserves the right to inspect or test goods and services at any time to ensure compliance with specifications and suitability for intended use. The School Board's decision regarding approval or rejection of a product shall be final.

8.0 SPECIAL TERMS AND CONDITIONS

A. Site Visits

A site visit is not required to submit a proposal. However, if a site visit is needed after proposal submission, Offerors must contact Jenna Athey to arrange an appointment.

B. Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Dinwiddie County Public Schools all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by DCPS under said contract.

C. Audit

The contractor shall retain all books, records, and other documents related to this contract for a period of five (5) years after final payment, or until audited by Dinwiddie County Public Schools (DCPS), whichever occurs first. DCPS, its authorized agents, and/or state auditors shall have full access to, and the right to examine, any of these materials during the retention period.

D. Payment terms

Availability of funds - It is understood and agreed by both parties that DCPS shall be bound under this agreement only to the extent that funds are available or may become available for the purpose of this contract.

This agreement is contingent upon annual appropriations by the Dinwiddie County School Board. Should adequate funds not be appropriated for any contract term, the contract shall be immediately terminated without penalty to the School Board.

Discounts - Cash discounts for prompt payment may be offered by the Bidder/Offeror; however, such discounts will not be considered when determining the lowest bidder but may be used to resolve tie quotations.

The discount period will be calculated from the later of the following dates:

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- The date delivery at the destination is accepted by the School Board and/or completion is accepted by the School Board, or
- The date a correct invoice is received by the School Board.

Invoices and Payments - Invoices shall be submitted in accordance with the negotiated payment schedule. Payment will be made within thirty (30) days of receiving an accurate and complete invoice detailing the services performed during the previous month. ACH (Automated Clearing House) is the preferred method of payment.

All invoices must be sent to:

Emily Branch
Chief Human Resources Officer
Dinwiddie County School Board
14016 Boydton Plank Road
Dinwiddie, VA 23841
Email: ebranch@dcpsnet.org

No extra charges will be allowed unless specifically approved in writing by the School Board. All prices shall be inclusive of all costs required to complete the requested services and make them ready for the School Board's use. This includes, but is not limited to: labor, supervision, equipment, tools, materials, permits, inspection fees, freight, shipping, handling, travel, mileage, insurance, bonds, overhead, profit, and all

E. Changes to the Contract

Changes to the contract may be made in any of the following ways:

The parties may mutually agree in writing to modify the scope of the contract. Any increase or decrease in contract price resulting from such modification shall be agreed upon in writing as part of the modification.

Dinwiddie County Public Schools may, at any time, order changes within the general scope of the contract by written notice to the contractor. Changes within scope may include, but are not limited to, adjustments to the services to be performed, methods of packing or shipment, or place of delivery or installation.

The contractor shall comply with all such written notices upon receipt. The contractor shall be compensated for any additional costs incurred as a result of the change and shall provide Dinwiddie County Public Schools with a credit for any cost savings. Compensation shall be determined by one of the following methods:

1. By mutual written agreement between the parties; or
2. By agreeing upon a unit price, or using a unit price already established in the contract, if the work can be expressed in measurable units and the contractor

properly accounts for the number of units performed—subject to the School Board’s right to audit and verify quantities.

F. Default

If the contractor fails to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County Public Schools (DCPS), after providing due oral or written notice, may procure the goods or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy is in addition to any other remedies available to DCPS.

If the contractor is in default for failing to provide the specified commodities and public necessity requires the use of nonconforming commodities, DCPS may, at its option, accept those commodities at a properly reduced price.

G. Equipment / Products

All equipment and products delivered must be new, standard, and of the latest model, unless otherwise specified in the quotation. When any part or accessory of the equipment or product is not specifically described, it shall be understood that all standard parts, accessories, and appurtenances included in the manufacturer’s regular stock model shall be furnished.

H. Samples

Samples, when requested, must be furnished free of charge. If not destroyed during evaluation, samples will be returned upon request at the Bidder’s/Offeror’s expense and risk.

9.0 ANTICIPATED SCHEDULE

Event	Date
Request for Proposal Advertised	November 17, 2025
Cut-off for Questions	December 1, 2025
Proposals Due	December 12, 2025
Oral Presentations	January 7/8, 2026
Notice of Intent to Award	January 9, 2026
Contract Award	January 13, 2026 (Tentative)

A. BASIS FOR AWARD

Information and factors obtained during interviews, negotiations, reference checks, and any other relevant considerations will be used in the final award decision. Dinwiddie County Public Schools will determine which proposal best meets its needs and serves the best interest of the School Division.

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Any contact initiated by an Offeror concerning this solicitation with any School Board representative not expressly authorized in this document is prohibited and may result in disqualification.

10.0 ATTACHMENTS

Attach any necessary forms, certifications, or additional information, such as:

- Attachment A – VA STATE CORPORATION COMMISSION REGISTRATION FORM
- Attachment B – SIGNATURE SHEET
- Attachment C – CERTIFICATION OF CONSTRUCTOR
- Attachment D – REFERENCES

**ATTACHMENT A - VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION**

The bidder:

☐ 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 bidder 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 bidder's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts 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.

NOTE:

☐ Check box 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 bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver).

ATTACHMENT B – SIGNATURE SHEET

By signing below, I certify that this proposal complies with all Terms and Conditions outlined in this Request for Proposal (RFP). I further certify that this proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and that it is made in good faith, without collusion or fraud. I understand that collusion is a violation of the Virginia Governmental Fraud Act and Federal Law, and may result in fines, imprisonment, or civil penalties. I agree to abide by all conditions of this proposal and affirm that I am authorized to sign this document on behalf of the bidder.

To be considered for award, this completed Signature Sheet must be returned to the Finance Department as part of your proposal response. If your company cannot comply with any of the Terms and Conditions, please specify and attach an explanation on a separate page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print): _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

Email: _____

Acknowledgement of Addenda Received:

Project Amount: _____ Hourly Rate: _____

ATTACHMENT C – CERTIFICATION OF CONTRACTOR

Full Name of Contractor: _____

Pursuant to Section 22.1-296.1 of the *Code of Virginia*, the undersigned hereby certifies the following:

1. That I, and all persons who will provide services under this contract, have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child.
2. I further acknowledge that providing a materially false statement regarding any of the above offenses constitutes a Class 1 misdemeanor under Virginia law.

Signature of Contractor: _____

Date: _____

ATTACHMENT D – REFERENCES

Offerors must provide three (3) references for projects of similar scope and size completed within the past five (5) years. Each reference should include a brief description of the work performed, contract dates, location, and the contact information of the owner or representative.

REFERENCE #1

Name of County, City, Agency, or Firm: _____

Address: _____

Contact Name and Title: _____

Telephone: _____ Contract Period: From _____ to _____

Description of Services Provided:

REFERENCE #2

Name of County, City, Agency, or Firm: _____

Address: _____

Contact Name and Title: _____

Telephone: _____ Contract Period: From _____ to _____

Description of Services Provided:

REFERENCE #3

Name of County, City, Agency, or Firm: _____

Address: _____

Contact Name and Title: _____

Telephone: _____ Contract Period: From _____ to _____

Description of Services Provided:

