



REQUEST FOR PROPOSALS TITLE PAGE
Include this Page as the First Page in the Proposal Response

City of Lynchburg, Virginia
Procurement Division

Proposal Title: Temporary Employment Services for the City of Lynchburg

This is the City of Lynchburg's Request for Proposals (RFP) No. **2016-016**, issued **August 25, 2015**. Direct inquiries for information should be directed to Lisa Moss: e-mail: lisa.moss@lynchburgva.gov; Phone: 434-455-4228; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by **2:00 p.m., September 15, 2015**. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

An Optional Pre Proposal meeting will take place on September 8, 2015 at 11:00 A.M. located at City Hall 3rd Floor Bidders Room 900 Church Street Lynchburg, VA 24504.

Sealed proposals will be publicly accepted prior to **4:00 p.m., September 24, 2015**; however, only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement website: <http://www.lynchburgva.gov/current-solicitations>.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: (____) _____

_____ E-mail address: _____

Signature: _____

Typed or Printed Name, Title

City Procurement Manager's Signature

I. SUBMISSION OF PROPOSALS

- A. An original (1), so marked, and (5) copies, so marked, for a total of (6) of the proposal document are required. In addition, submit one (1) copy of proposal in an electronic format on CD. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered.
- B. **Submission of Proprietary Information**
Trade secrets or proprietary information submitted by an Offeror in connection with this 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 the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 F. of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposal responses.
- F. By submitting a proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- I. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal. All proposals submitted will become the property of the City.

II. BACKGROUND

The City of Lynchburg utilizes temporary staff to fill positions within various departments of the City. The positions will vary in time frame. Positions currently staffed, but may not be limited to, by temporary personnel are: Administrative, Custodial, Maintenance, Grounds, Refuse, Streets, Traffic and Operator.

III. SCOPE OF SERVICES

A. General Requirements:

The City intends to enter into a one-year contract with one or more Offerors to provide temporary staff to the City of Lynchburg. Contractors shall supply administrative, skilled trade, technical and other temporary staff, on an as-needed basis, to using departments.

In addition to an hourly rate structure for identified staff titles, the City reserves the right to add and delete staff titles during the term of this contract.

B. Specific Requirements:

1. Staff Required:

The City seeks Offerors to provide temporary staff for the staff titles and job descriptions listed in **Attachment A and Job Matrix Attachment A-1**. Offerors shall be capable of providing, at a minimum, all of the titles listed.

2. Option to Add and Delete Titles:

The City reserves the right to add/delete titles as needed. Contractor shall propose a method and pricing structure for adding job assignments other than those listed in the preceding section. All terms and conditions of the contract resulting from this RFP shall apply to the placement of such additional temporary staff.

3. Dress:

The temporary staff provided by Contractor shall meet “normal/required” dress standards including, when necessary, safety apparel and Personal Protective Equipment (PPE) as determined by the City and specific departments. Types of PPE required are, but not limited to: hard hat, ear protection, eye protection, gloves, steel toed boots and Class 3 Hi-Vis vests.

4. Commercial Driver’s License:

When job assignments require a Commercial Driver’s License (CDL), the Contractor shall screen candidates for the appropriate class and endorsement(s) as specified by the City.

5. Job Assignments:

Contractor shall provide temporary staff for job assignments that may range from a few hours to several months. The City reserves the right to amend, modify and reissue orders for assignments of temporary staff.

6. Notice of Availability:

Within twenty-four (24) hours from the time the City makes a request for temporary staffing. Contractor shall notify the City of the following:

- Whether the Contractor can fill the request within the time frame requested
- Identify the name and qualifications of the individual to be placed, his/her available start date and the length of time he/she will be available for placement.

7. Acceptance/Termination:

The City reserves the right to require the Contractor to exclude from service temporary staff that is incompetent, careless, insubordinate, unsuitable or otherwise objectionable. A telephone call to the Contractor from the City Staff requesting service or designee shall constitute sufficient notice to exclude such staff. Should temporary staff be removed from a job assignment within four (4) City business hours after the beginning of a job assignment, Contractor shall not bill the City for time incurred.

8. Police Background/Record Check:

The City reserves the right to have a national police record check performed on all temporary staff and to accept only those individuals with an acceptable record. Contractor shall coordinate all requests for national police record checks with the City Individual requesting service. The Contractor will be responsible for all costs associated with the national police background and record checks.

The City does not automatically exclude anyone from consideration based on a criminal conviction. The City will make a judgement in regards to temporary employment as to the recency and relevance of a conviction compared to the position.

9. Drug/Alcohol Screening:

The City reserves the right to request a drug/alcohol screening for individuals who are being placed in certain job assignments. Contractor shall coordinate the drug/alcohol screening process. The Contractor will be responsible for all costs associated with drug/alcohol screenings.

The City also requests that random drug screening be provided for all temporary employees holding a CDL. The Contractor will be responsible for all costs associated with the random screenings.

10. Inspection:

Contractor's authorized representatives shall conduct periodic on-the-job inspections of temporary staff to determine the overall quality of performance, job knowledge, effectiveness of training and to observe and determine the conduct and appearance of personnel.

11. Employer:

All temporary staff placed with the City under this contract shall be employees of the Contractor. Contractor shall pay all salaries and expenses of such employees and all Federal Social Security Taxes, Federal and State Unemployment Taxes and any other taxes relating to such employees, and applicable benefits.

Recruiting: Employer will be responsible for all services, including job advertisement, to recruit and provide the City with temporary staff.

12. Training:

Contractor shall provide temporary staff that meets the knowledge, skills and abilities of the job assignment requested. Each temporary staff placed under this contract shall possess the minimum training requirements for the job assignment. Expenses for training shall be the sole responsibility of the Contractor. Contractor may be required to provide, at its expense, up to four (4) hours of training for specialized job assignments. Such training needs will be identified by the City at the time of the request for the temporary staff. Any Additional job specific training required for a position will be the responsibility of the City.

The Contractor shall ensure the Temporary Service Worker is given adequate safety and health training as required by OSHA, explanations of their position duties and ensure that they are provided necessary protections by the City. The City will treat Temporary Service Workers like any other workers in terms of OSHA job required training and safety and health protections. The City shall provide specific training tailored to the particular workplace equipment/hazards.

13. Overtime and Holiday Pay:

Time worked in excess of 40 hours in one week will be paid at time and a half. Contractor's bill rate will follow the higher rate with no additional premiums above this rate.

14. Payrolling Process Option:

The City reserves the right to recruit and recommend an individual to the Contractor for Temporary Staff. Contractor shall allow the City to select and refer individuals that are pre-authorized. These individuals would be employees of the Contractor and would be paid through the Contractor's payroll process. Payrolling requests must be approved in writing by the City prior to placing the individual with the Contractor. Offeror shall include in the proposal a statement of costs/discounts for such placements.

Transitioned workers will have the ability to stay at their current pay rates. However, the markups associated with these Temporary Service Workers shall be at the corresponding markups submitted by the Offeror in Attachment B, depending on pay increment and temporary service category.

15. Invoicing:

Contractor shall invoice monthly each individual department that requires temporary services. The form of the invoice shall be approved by the City prior to use and shall include the following: employees name, dates, hours worked and the hourly rate.

16. Salary Increases:

Annually, with the approval of the City Council, city employees may receive a general increase in pay. With approval of the City, the hourly rates paid to temporary staff under this contract may be increased up to the same percentage rate as the City's general increase. Upon written notice from the City, the Contractor shall adjust the hourly rates paid to temporary staff.

17. Identification Cards:

Due to security measures within certain departments of the City, temporary staff may be required to wear City identification badges. Offeror shall include any company policy regarding identification badges.

18. On-Site Recruitment:

The City requires that the Contractor provided on-site recruitment quarterly. The City will provide the location for the Contractor to conduct the recruitment.

19. Occupational Nurse/Screening Location/Emergency Drug/Alcohol: (need info on job injury as well)

The City requires that the Contractor provide a location within the City limits to provide Screening and Occupational Nurse services and Emergency Drug and Alcohol screening.

20. Placement Fees:

Temporary Service Workers may be hired to the City's payroll after (s) he has given a two week notice to the Contractor, without any fee to the Contract User. The Temporary Service Worker will not be responsible for any fee to Contractor.

IV. PROPOSAL PREPARATION

Proposals must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than 20 pages excluding the cover, including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. Proposals with extraneous information or staff will receive lower ranking.

Offerors should organize their proposals using the format described below:

Title Page

Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** and include it as the first page of the proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

Table of Contents:

Include a table of contents that shows a clear identification of the material in the proposal by section and page number.

Section 1: Experience:

Offeror shall provide a concise description of their work experiences as it relates to the scope of work outlined

herein. Said description should include, but not be limited to:

- Offerors established experience record in providing comparable services
- Number of years the Offeror has been providing these types of services
- List facilities that will be servicing the City of Lynchburg account.
- A minimum of three (3) references for which Offeror has provided services comparable to those described in this RFP. For each reference please provide:
 - Name of Firm
 - Address of Firm
 - Name, Title, email address, phone of a contact for the firm
 - Number of years Offeror has served this firm
 - Brief summary of scope of services provided.

Section 2: Capability and Skills:

Offeror shall provide a description of the qualifications and skills of the organization and personnel who shall be responsible for performance of the services. Such description shall, at a minimum, include the following:

- A description of the Offerors company history and current operating characteristics to include the number of years in business, philosophy, ownership, number of employees, organizational chart, geographic coverage, etc.
- A description of the Offerors financial stability and other resources that most adequately ensures the delivery of acceptable services to the City. The Offeror shall indicate the type of organization they represent, i.e. individual, partnership or corporation. If the Offeror represents a corporation or partnership, the names of the President, Vice-President, Secretary, Treasurer and all principals or partners shall be listed.
- A listing of the personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the contract.
- A description of how the Offeror would ensure the quality and timeliness of communication with the City. Include guaranteed response times for the following:
 - Response to telephone or voicemail messages
 - Filling of routine temporary staffing requests
 - Reporting of temporary staff absences and same-day replacement if requested
 - A description of how the Offeror will respond to the City if these guarantees are not met.

Section 3: Services to be provided:

Offeror should provide a description outlining the services to be performed. Such description should, at a minimum, provide the following information:

- Offerors understanding of the staff augmentation services to be provided
- Listing and annotation as to the manner in which the Offeror proposes to meet each provision stipulated in the Scope of Work section of this RFP.
- Listing of all major tasks to be performed by the Offeror and the deliverables associated with each task.
 - Wage, benefits packages, and personnel evaluations provided to temporary staff.
 - Recruiting sources used by the Offeror
 - Screening sources used by Offeror to validate credentials of temporary staff, such as licenses, references and experience levels
 - Training provided to temporary staff by Offeror
 - Ability to identify temporary staff' prior training which meets City, Federal, State and job mandates (i.e., safety) and to provide this information to the City
 - Ability to respond to emergency requests, i.e., during the night and/or on weekends or holidays
 - Procedure, requirements and Ability to respond to on the job injuries
 - Ability to allow City to request specific temporary staff

- Ability to allow City to interview and select temporary staff prior to assignment
 - Methods to handle the City's needs to "payrolling"
 - Capability and proposed method(s) to add and delete staff titles, job assignments or other categories
 - Describe Offerors methods to ensure longevity of quality employees including incentives and special pays and benefits used
 - Describe Offerors procedures and methods of on-the-job inspections of temporary placements
 - Invoicing procedures and sample invoice
 - Reporting procedures and methods offered, following required content and schedule
 - Details and description of drug testing procedures to include: source for drug testing, list of drugs screened, cost of drug test per individual. *Note: Contractor will be responsible for all costs associated with drug and alcohol screenings/tests*
 - Procedures and requirements, if any, which will allow the Department to continue to use a temporary staff after termination of this contract. Also, include procedures for the orderly transitions of temporary staff from the old to new contracts.
 - EEO policies currently enforced by Offeror. Include a copy of the Offerors EEO policy or statement with each proposal
 - Procedures for conducting performance evaluation for temporary employee
 - Methods for resolving City's complaint (conflict resolution process) regarding temporary staff
- Proposed transition schedule for the transition of duties and responsibilities at contract award currently performed by the contractor incumbent. The actual transition plan and schedule will be jointly developed by the Contractor and City after the contract is awarded.

Section 4: Price: Attachment B.

Offeror shall provide a detailed description of the total cost to perform services by completing Attachment B.

- Mark Up Cost: The hourly percentage mark-up shall be inclusive of all elements necessary to provide the Temporary Service Worker.

V. PROPOSAL EVALUATION AND AWARD

The following criteria will be utilized in evaluating proposals:

- A. Experience, qualifications and capacity of the Offeror (1/5).
- B. Demonstrated understanding of the requirements (1/5).
- C. Demonstrated capabilities of the Offeror to provide qualified and trained staff (1/5).
- D. Proposed fee/cost for services (1/5).
- E. Responsiveness: The degree to which the Offeror has responded to the purpose and requirements in this RFP to include but not limited to flexibility of the Offeror to meet the City's needs.

Method of Award

Following evaluation of the written proposals as submitted, presentations shall be held prior to selection. The opportunity to present shall be made to two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more. Upon completion of the presentations the selection committee shall select the number 1 ranked firm and the City project manager shall begin negotiations with that firm in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If after negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. At any stage of the selection process should the City 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 City reserves the right to

contract with one or more Offeror, whichever is in the best interest of the City.

VI. GENERAL TERMS AND CONDITIONS

The Contract for Services (“Contract” or “Agreement”) with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the City Terms and Conditions to which they take exception or seek to amend or replace: and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offerors additional or alternate Contract terms may result in rejection of the proposal.

A. Subcontracting and Assignment of Work

The Consultant shall not subcontract or assign portions of the work, other than those specifically defined in the contract, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Consultant who shall be responsible to the City for all work performed by any subcontractor or special consultant.

B. Independent Successful Firm

The Consultant is an independent firm and nothing contained in a subsequent contract shall constitute or designate such firm or any of its agents or employees as employees of the City.

C. Notification

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Consultant in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Manager, 900 Church Street, Lynchburg, VA 24504. The Consultant agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

F. Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Consultant.

E. Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted. All information and materials gathered and/or prepared by or for it under the terms of the contract shall be delivered to, become and remain the property of the City. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Consultant.

Termination for Convenience:

The City may terminate this contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

Termination for Cause:

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years:

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

This contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this contract shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Additional Services

The City may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability

Each paragraph and provision of the resultant contract will be severable from the entire contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

J. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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.
- d. The Consultant will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

K. Payments to Successful firms

Payments to the Consultant shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The Consultant's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The Consultant agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment. Invoices must be prepared in formats as required by funding agencies.

In accordance with Virginia Code Section 2.2-4354 the Consultant agrees that:

1. Should any contractor be employed by the Consultant for the provision of any goods or services under this Contract, the Consultant agrees to the following:
 - (a) The Consultant shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg Procurement Manager, 900 Church Street, Lynchburg, VA 24504.
 - (b) The Consultant shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Consultant shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Consultant's obligation to pay an interest charge to a subcontractor shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

L. Contractual Claims

Any claims by a contractor or anyone claiming on the contractor's behalf against the City arising under or relating to a contract shall only be resolved as specified in the City's Procurement Ordinance, Sec. 18.1-7, and ensuring timely notice of the claim.

The contractor shall give the City written notice of any claim within ten (10) days of the beginning of the occurrence of the event leading to the claim being made. The written notice shall be a document from the contractor addressed to the City official or employee designated by the contract to receive such notice, or if no one is so designated, to the City Manager. The written notice shall clearly state the contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by the City. The contractor shall submit the claim and any supporting data to the City within thirty (30) days after the occurrence giving rise to the claim ends. The burden shall be on the contractor to substantiate that it has given written notice and submitted its claim in accordance with this provision.

M. Taxes

The Consultant shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Consultant and not of the City and the City shall be held harmless for same by the Consultant.

N. Indemnification

To the fullest extent permitted by law, the Consultant, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Consultant's performance (or nonperformance) of the contract terms or its obligations under this contract.

O. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This contract is binding upon and inures to the benefit of the parties and their

respective permitted successors and assigns.

Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offerors response to the Request for Proposals.

R. Insurance

The Consultant shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect it and the City from claims which may arise out of or result from the execution of the work, whether such execution be by the firm, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability). All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Consultant shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured under their General Liability coverage. The Consultant shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

S. Administrative Appeals Procedure

- (a) The following are the exclusive procedures for a bidder or offeror to protest the city's award or decision to award a contract.
 - (1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the city manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
 - (2) Except for a protest of an emergency or sole source procurement, a protest of a city award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the city's decision. In the case of emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
 - (3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
 - (4) The city manager shall issue a written decision on a protest within ten (10) days of its receipt by the city manager.
 - (5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Lynchburg circuit court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the city manager's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
 - (6) The city should defer award of a contract where the decision to award has been protested unless there is a written determination by the city manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.
 - (7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.
 - (8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.

- (9) Strictly following these procedures shall be a mandatory prerequisite for protest of the city's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
- (b) A protest may not be based upon the alleged non-responsibility of a person to whom the city awards or makes a decision to award a contract.

T. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant'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 Consultant'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 consultant that such consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

Successful firm shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful firm understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a firm, the employees of which 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.

U. Confidentiality

1. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Lynchburg. Therefore, except as required by law, the Consultant agrees that its employees will not:

- a) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- b) Access or attempt to access information beyond their stated authorization.
- c) Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the City, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

The Consultant further understands that information and data obtained during the performance of this contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the City as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

2. City Confidentiality

The City understands that certain information provided by the Consultant during the performance of this Contract may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

V. The Consultant shall devote such part of its time as is reasonably necessary to the operations outlined under the resultant contract. The Consultant may engage in business ventures of a nature and description independent of this Contract with the City. The Consultant is required to disclose immediately any outside activities or interests, as they arise, that conflict or suggest a potential conflict with the declared or stated interests of the City. The Consultant is required to disclose all local government clients and must attest that work for those clients will not conflict with the interests of the City. The City reserves the right to object to such attestations. If such objections arise, the parties will agree to the best course of action to resolve the conflict or potential conflict.

W. The Consultant shall conduct all transactions under this contract in good faith. The Consultant will employ the highest ethical and professional standards at all times — failure to do so could result in termination of the Contract for cause or convenience.

ATTACHMENT A
JOB DESCRIPTIONS

Administrative: Levels 1-4 (See Attachment B for Matrix)

Provides office support services by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties necessary to deliver services to customers and citizens may be assigned.

- Responds to requests for more detailed services and assistance.
- Listens and gets clarification.
- Speaks in a way that is clear and precise about what is required and clearly passes information on.
- Treats others with respect.
- Exhibits common courtesy and basic communication skills to work within a team environment.
- Maintains confidentiality.
- Focuses on solving conflict, not blaming.
- Follows through, resolves and seeks feedback regarding questions, requests and/or complaints in a timely manner.
- Writes clearly and informatively from general information using appropriate grammar and spelling and a writing style necessary to effectively communicate.
- Reads and accurately share information.
- Maintains accurate records using alpha and numeric filing skills.
- Adds, subtracts, multiplies and divides using all basic units of measure.
- Works with whole numbers, common fractions and decimals.
- Uses basic math formulas.
- Displays willingness to make thoughtful decisions.
- Exhibits sound and accurate judgment in applying guidelines, policies and procedures.
- Supports and explains reasoning for decisions.
- Prioritizes and plans work activities.
- Learns new skills and translates prior experience into new skills.
- Volunteers readily.
- Seeks increased responsibility.
- Generates creative solutions in assigned areas.
- Performs analysis within established policies, precedents and/or procedures.
- Provides temporary oversight.
- Provides or assists with training, facilitates meetings or makes presentations to small groups on an occasional basis

- Manages difficult and /or emotional customer and employee situations
- Provides feedback to staff on performance issues

ADDITIONAL JOB FUNCTIONS

- Depending on work assignment, may be required to perform a variety of duties in support of operational requirements and direct citizen service delivery such as acting as a back-up to other staff and response to weather-related and other emergencies, such as snow removal.
- May be required to work outside of normal work hours, to report to work during inclement or unusual weather or other conditions or to respond in other abnormal situations
- Other duties to provide direct or indirect service to the citizens may be assigned.
- When unusual situations occur and/or the City Manager declares a State of Emergency, all City employees may be required to accept special assignments and perform as needed to ensure appropriate service delivery.
- Regularly required to sit for long periods of time, and to use fingers and hands to operate equipment and to gather, sort and process documents. Occasionally required to stand, walk, stoop, kneel and crouch, and to lift up to 25 pounds. Vision requirements include close vision and ability to adjust focus. Other requirements regarding talking, hearing, lifting and vision are dependent on work assignment.
- Work is normally performed in an office environment with moderate noise.
- Depending on work assignment, may be required to have a valid driver's license issued by the Commonwealth of Virginia and acceptable driving record according to City criteria.

EXPERIENCE/EDUCATION

Graduation from high school. Completion of additional technical classes. Some (6 months – 2 years) general administrative support work experience. Demonstrates intermediate Microsoft Office skills, advanced skills in at least MS Office application, and basic skill in specific job related application and equipment.

Custodial

Performs routine semiskilled and heavy manual work in the regular care and cleaning of City buildings, by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES Other duties to provide direct or indirect service to the citizens may be assigned.

- Performs regular custodial functions such as sweeping, vacuuming, stripping, waxing, mopping and buffing floors, stairwells and elevators;
- Gathers and disposes of refuse from interior and exterior of assigned buildings; gathers paper for recycling;
- Washes windows, walls, woodwork and bathroom fixtures, using ladders and/or aerial tower;
- Prepares quantities of cleaning and polishing materials appropriate for tasks from bulk containers according to manufacturer's specifications;
- Cleans and disinfects urinals, toilets and lavatories; refills soap, towel and tissue dispensers;
- Spot cleans carpet and upholstered furniture;
- Dusts office furniture, partitions, high and low ledges and moldings, and venetian blinds;
- Maintains inventory of cleaning supplies, materials and equipment;
- Reports repairs beyond capabilities of custodial workers to supervisor;
- Performs routine security to include locking and unlocking doors and deactivating alarm system of assigned building, and reports unusual observations to supervisors;
- Operates a variety of specialized custodial equipment, such as floor buffers, carpet extractors, wet/dry vacuums. etc.;
- Loads and unloads cleaning and polishing equipment and materials to be transported by truck or van;
- Responds to special requests from user agencies;
- Responds to emergencies such as snow, flood, wind storms, etc.;

ADDITIONAL DUTIES AND RESPONSIBILITIES include the following:

- Other duties provide direct or indirect service to the citizens may be assigned.
- When unusual situations occur and/or the City Manager declares a State of Emergency, all employees may be required to accept special assignments and perform as needed to ensure appropriate service delivery
- While performing the duties of this job, the employee is regularly required to stand; use hands and fingers to operate equipment and reach with hands and arms. The employee frequently is required to walk and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds.

- While performing the duties of this job, the employee is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and outside weather conditions. Based on assignment, work may be performed in a secure facility.

Based on assignment, may require Criminal Record Check, polygraph, reference checks, tuberculin and drug screen as part of physical examination and/or driving record check completed prior to employment.

EDUCATION/EXPERIENCE

Requires the completion of the 10th Grade and some building cleaning experience; or any equivalent combination of education and experience.

Financial Services: Level 1-4 (See Attachment C for Matrix)

- Provides basic information to customers
- Listens and gets clarification
- Speaks in a way that clearly passes information on
- Is clear and precise about what is required
- Exhibits common courtesy and basic communication skills to work within a team environment
- Writes clearly and informatively from general information using a writing style necessary to effectively communicate
- Reads and accurately share basic financial information
- Maintains accurate records using alpha and numeric filing skills
- Responds to requests for more detailed service and assistance
- Participates in solving conflict
- Follows through, resolves and seeks feedback regarding questions, requests and/or complaints in a timely manner
- Reads, interprets and applies financial policies, procedures, etc.
- Manages routine customer and employee problems
- Provides or assists with training, facilitates meetings or makes presentations to small groups on an occasional basis
- Prepares correspondence and other written materials for review
- Provides feedback to staff on performance issues
- Collects and prepares information from a variety of sources
- Interacts with other City administrators to provide and interpret information

Grounds Maintenance: Driving and Non-Driving Positions

Performs responsible semiskilled work in grounds maintenance involving the use of common tools and operation of mowing equipment; frequently leads the work of other semiskilled workers in the cutting of brush and weeds on right-of-way and vacant public property, by performing the following duties:

- During a six month mowing season leads and participates in the cutting of brush and weeds on public property;
- Operates walking behind and riding mowers in the cutting of grass;
- Operates hand held motorized equipment such as string trimmers and chain saws;
- Assists in the operation of large motorized equipment such as brush chippers, stump grinders, bucket trucks, etc.,
- Performs custodial tasks in cleaning outdoor facilities' restrooms and picnic shelters;
- Participates in the collection of litter;
- Prunes and transplants trees and shrubs, weeds landscape and flower beds;
- Uses a variety of hand tools in general grounds maintenance tasks such as rakes, shovels, hoes, axes, bush axes, etc.,
- Applies fertilizers under direct supervision
- Assists in the maintenance of athletic fields, turf areas, landscaped beds, and other grounds areas;
- Serves as lead worker by transporting crew to job site and initiating work assigned by crew leaders;
- Works in emergency situations as assigned.
- Flagging of traffic as directed.
- While performing the duties of this job, the employee is regularly required to stand; walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 50 pounds.
- While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is frequently exposed to moving mechanical parts. The employee is occasionally exposed to toxic or caustic chemicals.
- Grounds Driving Position requires possession of a valid Virginia Driver's License and an acceptable driving record based on City criteria.
- Grounds Non-Driving Position does not require a driver's license.

EDUCATION AND EXPERIENCE

The completion of tenth grade and some experience as laborer in grounds maintenance, farm or related work; some experience operating motorized equipment; or equivalent combination of education and experience.

PRE EMPLOYMENT REQUIREMENTS: Both positions require the following pre-employment screens: Drug, Alcohol and Criminal background checks (no finger print) and flagger certification.

Refuse: Driving and Non-Driving

Performs responsible skilled and semi-skilled technical and administrative work maintaining and improving the daily collection of residential and small business refuse and bulky materials, by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties to provide direct or indirect service to the citizens may be assigned.

- Drives and operates semi-automated refuse collection rear loading vehicle over prescribed routes to semi-manually collect residential refuse along city streets from residences, small businesses, streets, parks and recreational facilities, and city
- Right of way and dead animal/special pick-up; hydraulic mechanism for compressing and dumping refuse;
- Using semi-automated system (hydraulic mechanism lifts cart) loads refuse into packer receptacle and cleans area around cans;
- Administers tag/decal program by issuing violation notices as necessary to addresses not properly preparing their refuse for collection; reports violations of refuse ordinances to Refuse Supervisor;
- Provides information to customers and explains refuse policies and procedures;
- Performs daily equipment checks, fuels vehicles, performs routine cleaning, preventative maintenance and minor repairs to equipment;
- Participates in the design of strategies to enhance and improve the refuse collection team;
- Functions as a team member in a variety of operational duties, requiring ongoing change in job duties, cross training, rotating job assignments and interacting in a team-based work environment;
- Monitor residential convenient center as needed to ensure citizens are properly disposing their household trash
- Refuse Non-Driver will report violations of Refuse Driver
- Participates in safety, technical and team training;
- Available for emergency duty during snow removal and other emergency situations.
- Removal of bulk brush Typically includes raking, shoveling and sweeping; may include some lifting of materials.

ADDITIONAL DUTIES AND RESPONSIBILITIES include the following:

- Other duties to provide direct or indirect service to the citizens may be assigned.
- When unusual situations occur and/or the City Manager declares a State of Emergency, all City employees may be required to accept special assignments and perform as needed to ensure appropriate service delivery.
- While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle or feel; reach with hands and arms; talk and hear; and smell.

The employee frequently is required to climb or balance, and to stoop, kneel, crouch or crawl. The employee is occasionally required to sit. The employee must regularly lift and/or move up to 50 pounds, and occasionally required to lift up to 100 pounds. This position requires both close and distance vision; color vision, peripheral vision and depth perception.

- While performing the duties of this job, the employee is regularly exposed to wet or humid conditions (non-weather), fumes or airborne particles, toxic or caustic chemicals, outdoor weather conditions and vibrations. The employee is regularly required to work near moving mechanical parts and in high, precarious places
- Refuse Driver Position requires the possession of a valid driver's license issued by the Commonwealth of Virginia and acceptable driving record based on City criteria;
- Refuse Non-Driver position does not require a driver's license.
- Ability to obtain Flagger Certification through the Virginia Department of Transportation.

PRE-EMPLOYMENT REQUIREMENTS: Position requires the following pre-employment screens - drug, alcohol & criminal backgrounds check (no finger print) and flagger certification.

Streets Maintenance: Driver and Non Driver

Performs responsible, routine, semiskilled work in the Street Maintenance Division.

Assignments involve the use of small equipment and common tools by performing the following duties.

- Performs routing semiskilled work in the repair of potholes, utility cuts and other defects on City streets;
- Operates jack hammer and air compressors, asphalt rollers, tampers and other similar equipment
- Loads and unloads grave, dirt, timber, chemicals, tools, equipment and other materials;
- Manually spreads asphalt, gravel and other materials;
- Leaf Collection;
- Curb and gutter cleaning;
- Assist in setting forms of concrete;
- Perform basic simple repair and maintenance assignments;
- Directs traffic at construction sites as a flagger;
- Litter collection;
- Snow removal operation as assigned
- Operates a tar distributor machine in applying liquid asphalt for road repairs.
- Other duties to provide direct or indirect service to the citizens may be assigned. When unusual situations occur or the City Manager declares a State of Emergency, all City employees may be required to accept special assignments and perform as needed to ensure appropriate service.
- Streets Driver position requires the possession of valid Driver's license issued by the Commonwealth of Virginia and acceptable driving record based on City criteria. Ability to obtain a Flagger Certification.
- Streets Non-Driver position does not require a driver's license.
- While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear. The employee frequently is required to stand; walk; sit; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and depth perception.
- While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The noise level in the work environment is usually loud.

PRE-EMPLOYMENT REQUIREMENTS: Position requires the following pre-employment screens - drug, alcohol & criminal backgrounds check (no finger print) and flagger certification.

Traffic Worker – Driver & Non Driver

Assists in the installation, repair and maintenance of city owned street signs, poles, lane striping and other pavement markings by performing the following duties:

- Assists with installing, repairing signs used to regulate, ward, guide or otherwise inform vehicles of pedestrians on or near roadways and other public areas.
- Assists in installing and maintaining traffic related road striping.
- Assists with installing and maintaining thermoplastic pavement markings such as turn arrows, crosswalks and other roadway areas
- Assists with set up of road detours/closures in support of city related road projects or emergency activities
- Traffic Worker Driver Position requires the possession of valid Driver's license issued by the Commonwealth of Virginia and acceptable driving record based on City criteria.
- Responds to citywide emergencies such as snow, floods, windstorms etc.
- Traffic Worker Non Driver does not require a driver's license.
- Other duties to provide direct or indirect service to the citizens may be assigned. When unusual situations occur or the City Manager declares a State of Emergency, all City employees may be required to accept special assignments and perform as needed to ensure appropriate service.
- The employee frequently is required to stand; walk; sit; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and depth perception.
- While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is occasionally exposed to high, precarious places and risk of electrical shock. The employee is occasionally exposed to fumes or airborne particles. The noise level in the work environment is usually very loud

EDUCATION AND EXPERIENCE: High School Diploma.

Ability to obtain a Flagger Certification.

PRE-EMPLOYMENT REQUIREMENTS - Both positions require the following pre-employment screens drug, alcohol & criminal backgrounds check (no finger print) and flagger certification.

Wastewater Treatment Plant Operator Trainee

GENERAL DEFINITION OF WORK

Performs routine technical work in the operation, monitoring and maintenance of wastewater treatment plant. Required to work shift work, weekends and holidays. Continuous exposure to disagreeable and severe conditions.

Work is performed under the immediate supervision of a Shift supervisor or senior operator.

ESSENTIAL JOB FUNCTIONS

- Makes regular tours of plant and equipment to insure proper operation;
- Maintains logs of all pertinent operational events and chemicals used, and records readings from meters and instruments;
- Starts up, shuts down, regulates and/or adjusts motors, pumps, blowers, air compressors, valves, boilers, grinders and other apparatus to meet changing operating conditions;
- Collects samples of raw sewage, primary treatment effluent and grit and performs basic physical and chemical analysis, such as chlorine residuals, settleable solids and pH analysis for adjustments of plant operations to meet discharge permit limits;
- Removes grease from settling tanks, rakes bar screens and cleans and clears basins, troughs and other components;
- Measures sludge quantities in tanks;
- Makes minor or emergency repairs;
- Cleans and maintains plant spaces;
- Responds to emergency calls;
- Enters data into computer;
- Adjusts chemical feed rates;
- Fills dry chemical hoppers and handles hazardous chemicals;
- Operates sludge hauling equipment;
- Assists other personnel as directed;
- May work in tanks and well as required, Work is at times performed in confined spaces.

ADDITIONAL JOB FUNCTIONS

Performs related tasks as required.

MINIMUM TRAINING AND EXPERIENCE

Any combination of education and experience equivalent to graduation from high school supplemented by courses in chemistry, physics, and biology.

Wastewater treatment plant operating experience is highly desirable.

KNOWLEDGE, SKILLS AND ABILITIES

- General knowledge of the operating characteristics and maintenance requirements specific of the Lynchburg Regional Wastewater Treatment Facility equipment;
- General knowledge of hydraulic, chemical and mechanical principles pertinent to the Lynchburg Regional Wastewater Treatment Facility;
- General knowledge of occupational hazards and the ability to comprehend and apply safety rules and regulations;
- General knowledge of Systems Controls and Data Acquisitions (SCADA) system and Personal Computers;
- Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures;
- Ability to understand and follow moderately complex oral and written instructions;
- Skill in the use and care of laboratory testing and analysis equipment and instruments;
- Ability to communicate and record information in a clear and concise manner;
- Ability to work in a team environment;
- Ability to establish and maintain effective working relationships with co-workers and customers.

SPECIAL REQUIREMENTS

- Must conform to the current operator progression plan by obtaining Wastewater Certificates from the Commonwealth of Virginia, with in time frame set forth in the progression plan
- Must possess a valid Virginia driver's license, Applicants and employees must furnish current DMV driving record upon request.
- Must have approved access to a telephone.
- Ability to lift 55 pounds to shoulder height.
- Ability to carry approximately 40 pounds of samples up and down stairs under varying weather conditions while walking long distances to collect samples and monitor operations.

Pre-employment drug and alcohol screening required.

Department of Water Resource Custodian/Maintenance Worker

GENERAL DEFINITION OF WORK

Performs routine semi-skilled and heavy manual work in the care, cleaning and maintenance of Water Resource offices, building and grounds. May be required to work shift work, weekends and holidays.

Work is performed under the immediate supervision of a DWR Warehouse/Custodian Coordinator

ESSENTIAL JOB FUNCTIONS

- Performs regular custodial functions such as sweeping, vacuuming, stripping, waxing, mopping and buffing floors using a variety of specialized custodial equipment such as floor buffers, carpet extractors, wet/dry vacuums, some duties include but not limited to etc.
 - Gathers and disposes of refuse from interior and exterior of assigned buildings
 - Prepares cleaning and polishing materials appropriate for tasks, Cleans and polishes bright metal
 - Cleans and disinfects urinals, toilets and lavatories, Refills soap, towel and tissue dispensers, Cleans lobby entrance glass, drinking fountains, walls and woodwork, Spot cleans carpet and upholstered furniture. Dusts office furniture, partitions, high and low ledges and moldings, and blinds

- Cleans and maintains facility spaces such as industrial buildings
- Works around chemicals.
- Unloads supplies from trucks and maintains proper paperwork.
- Stores and puts away tool and supplies when complete
- Janitorial cleaning that will include climbing ladders to clean light fixtures, heating and air conditioning vents, ceiling corners, etc
- Keeps work areas neat, clean and safe for access by others
- Picking up trash from fence line around property and place in dumpster
- Picking up light debris from property after storm and place in designated areas
- May operate a forklift to unload trucks move supplies
- Reports needed repairs beyond capabilities of custodial workers
- Responds to emergency calls such as rain, snow, wind storms, etc.
- Moves furniture and boxes as needed
- Assists other personnel as directed
- Assist with stocking inventory
- Assist warehouse coordinator with wrapping ductile iron pipe for storage in laydown yard
- Removing snow from steps and sidewalks around perimeter of buildings
- Spreading ice melt, salt on steps, sidewalks around perimeter of buildings
- Painting
- Pressure washing parking lot

- Clean tools
- Spray clean mud and debris on outside of trucks
- Clean inside of trucks
- Safety Equipment must be used as required.
- While performing the duties of this job, the employee is regularly required to stand; walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 50 pounds.
- While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is frequently exposed to moving mechanical parts. The employee may occasionally be exposed to toxic or caustic chemicals.

ADDITIONAL JOB FUNCTIONS

Completes simple work order forms
Performs related tasks as required.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Completion of tenth grade and/or some experience with custodian work; or equivalent combination of education and experience

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 customers, clients, and other employees of the organization.

Mathematical Skills

Ability to add, subtract, multiply, and divide

Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

Interpersonal Skills

Ability to apply common courtesy and basic communication skills to work within a team environment. Ability to communicate routine factual matters and exchange information.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of a valid Virginia Driver's License is preferred but optional. Does not operate any City road vehicles, i.e. City Fleet vehicles.

Special Requirements

Must have approved access to a telephone and reliable transportation to work.

Wastewater Treatment Plant Custodian/Grounds Worker

GENERAL DEFINITION OF WORK

Performs routine semi-skilled and heavy manual work in the care and cleaning of Wastewater Treatment Facility buildings. Will also assist Maintenance Worker II with grounds maintenance as needed. May be required to work shift work, weekends and holidays. Continuous exposure to disagreeable and severe conditions.

Work is performed under the immediate supervision of a Shift supervisor or senior staff person. Work is generally performed on WWTP plant site with Concord Turnpike running between the two sides of the plant.

ESSENTIAL JOB FUNCTIONS

- Performs regular custodial functions such as sweeping, vacuuming, stripping, waxing, mopping and buffing floors using a variety of specialized custodial equipment such as floor buffers, carpet extractors, wet/dry vacuums, some duties include but not limited to etc.
 - Gathers and disposes of refuse from interior and exterior of assigned buildings
 - Prepares cleaning and polishing materials appropriate for tasks, Cleans and polishes bright metal
 - Cleans and disinfects urinals, toilets and lavatories, Refills soap, towel and tissue dispensers, Cleans lobby entrance glass, drinking fountains, walls and woodwork, Spot cleans carpet and upholstered furniture. Dusts office furniture, partitions, high and low ledges and moldings, and blinds

- Cleans and maintains plant spaces such as industrial buildings
- Performs regular Ground maintenance tasks such as mowing, trimming etc
- Operates light power equipment- golf carts, snow removal equipment, steam or high pressure water, trimmers, and lawn mowers in performance of grounds and related activities.
- Uses hand tools such as hammer, screw driver, wrench etc.
- Uses fire hoses and other similar equipment.
- Refuels gas and changes propane tanks on associated equipment.
- Works around chemicals.
- Unloads trucks.
- Stores and puts away tool and supplies when complete
- Works from ladders of various heights
- Keeps work areas neat, clean and safe for access by others
- May Operate a forklift to unload trucks move supplies and empty trash dumpsters
- Reports repairs beyond capabilities of custodial workers to supervisor
- Responds to emergency calls such as rain, snow, wind storms, etc.
- Moves furniture and boxes as needed
- Unloads supplies and maintains proper paperwork

- Assists other personnel as directed
- Cleans operating tanks, troughs, and weirs, using hoses, rakes, shovels and similar tools and at times involves work in confined spaces
- Safety Equipment must be used as required.
- While performing the duties of this job, the employee is regularly required to stand; walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 50 pounds.
- While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is frequently exposed to moving mechanical parts. The employee is occasionally exposed to toxic or caustic chemicals.

ADDITIONAL JOB FUNCTIONS

May maintains inventory of cleaning supplies, materials and equipment

Completes simple work order forms

Performs related tasks as required.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Completion of tenth grade and/or some experience with custodian work; or equivalent combination of education and experience

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 customers, clients, and other employees of the organization.

Mathematical Skills

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.

Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

Interpersonal Skills

Ability to apply common courtesy and basic communication skills to work within a team environment. Ability to communicate routine factual matters and exchange information.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of a valid Virginia Driver's License is preferred but optional. Does not operate any City road vehicles, i.e. City Fleet vehicles.

Special Requirements

Must have approved access to a telephone and reliable transportation to work.

ADMINISTRATIVE SUPPORT MATRIX

COMPETENCIES	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
COMMUNICATION	<ul style="list-style-type: none"> ▪ Provides basic information to customers ▪ Listens and gets clarification ▪ Speaks in a way that clearly passes information on ▪ Is clear and precise about what is required ▪ Treats others with respect ▪ Exhibits common courtesy and basic communication skills to work within a team environment ▪ Maintains confidentiality 	<ul style="list-style-type: none"> ▪ Responds to requests for more detailed service and assistance ▪ Focuses on solving conflict, not blaming ▪ Follows through, resolves and seeks feedback regarding questions, requests and/or complaints in a timely manner 	<ul style="list-style-type: none"> ▪ Manages routine customer and employee problems ▪ Provides or assists with training, facilitates meetings or makes presentations to small groups on an occasional basis 	<ul style="list-style-type: none"> ▪ Manages difficult and/or emotional customer and employee situations ▪ Provides feedback to staff on performance issues ▪ Routinely provides training, facilitates meetings or makes presentations to groups
LITERACY	<ul style="list-style-type: none"> ▪ Prepares basic letters and reports using appropriate grammar and spelling from notes or drafts ▪ Reads and accurately shares information ▪ Maintains accurate records using alpha and numeric filing skills 	<ul style="list-style-type: none"> ▪ Writes clearly and informatively from general information using a writing style necessary to effectively communicate 	<ul style="list-style-type: none"> ▪ Prepares correspondence and other written materials for review ▪ Reads, interprets and applies policies, procedures, etc. 	<ul style="list-style-type: none"> ▪ Prepares correspondence, reports, policies, procedures, etc. independently using a variety of formats ▪ Collects and prepares information from a variety of sources

ADMINISTRATIVE SUPPORT MATRIX

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
JUDGMENT & COMPLEXITY	<ul style="list-style-type: none"> ▪ Makes routine decisions about own work ▪ Appropriately refers questions to higher-level staff ▪ Follows established policies, precedents, and/or procedures ▪ Performs routine tasks and activities where limited judgment and analysis is required ▪ Requires direct supervision on a daily basis 	<ul style="list-style-type: none"> ▪ Displays willingness to make thoughtful decisions ▪ Exhibits sound and accurate judgment in applying guidelines, policies and procedures ▪ Supports and explains reasoning for decisions ▪ Prioritizes and plans work activities 	<ul style="list-style-type: none"> ▪ Analyzes situations and uses judgment within complex established procedures, practices or past precedents ▪ Takes independent actions and calculated risks ▪ Understands implications of decisions ▪ Provides assistance to customers on routine problems ▪ Coordinates small projects independently beyond individual job area ▪ Manages competing demands ▪ Requires periodic direction 	<ul style="list-style-type: none"> ▪ Uses analysis and interpretation to make decisions requiring selection of best option among alternatives ▪ Develops improved methods, procedures and techniques related to the job ▪ Exhibits frequent independent thinking ▪ Exhibits resourcefulness in complex environments ▪ Manages projects ▪ Understands the effects of individual actions upon others ▪ Requires limited supervision
INITIATIVE	<ul style="list-style-type: none"> ▪ Refers non-routine issues to others 	<ul style="list-style-type: none"> ▪ Demonstrates ability to learn new skills and to translate prior experience into new skills ▪ Volunteer readily ▪ Seeks increased responsibility ▪ Generates creative solutions in assigned areas ▪ Performs analysis within established policies, precedents and/or procedures 	<ul style="list-style-type: none"> ▪ Displays original thinking and creativity in making complex decisions ▪ Develops innovative approaches and ideas 	<ul style="list-style-type: none"> ▪ Develops project plans, leads division/department projects ▪ Represents division/department on cross functional teams/workgroups

ADMINISTRATIVE SUPPORT MATRIX

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
LEADERSHIP		<ul style="list-style-type: none"> ▪ May provide temporary project oversight 	<ul style="list-style-type: none"> ▪ Regularly oversees work of 1-2 coworkers, interns, etc. ▪ Improves processes, services, etc. 	<ul style="list-style-type: none"> ▪ Supervises or leads work group ▪ Provides regular performance feedback ▪ Develops subordinates' skills and encourages growth ▪ Improves processes, services, etc. ▪ Develops strategies to achieve organization goals ▪ Coordinates with diverse groups
MATH	<ul style="list-style-type: none"> ▪ Adds, subtracts, multiplies and divides using all basic units of measure ▪ Works with whole numbers, common fractions and decimals 	<ul style="list-style-type: none"> ▪ Uses basic mathematical formulas 	<ul style="list-style-type: none"> ▪ Uses basic algebra to develop and use math formulas and calculations pertinent to job 	<ul style="list-style-type: none"> ▪ Uses basic algebra to develop and use math formulas and calculations pertinent to job
TECHNICAL SKILLS	<ul style="list-style-type: none"> ▪ Basic Microsoft Office ▪ Familiarity with office equipment 	<ul style="list-style-type: none"> ▪ Intermediate Microsoft Office + advanced in at least 1 application ▪ Basic skill in specific job-related application and equipment 	<ul style="list-style-type: none"> ▪ Intermediate Microsoft Office + advanced in 2 or more applications ▪ Intermediate skill in specific job-related application and equipment 	<ul style="list-style-type: none"> ▪ Advanced Microsoft Office ▪ Advanced skill in specific job-related applications and equipment ▪ Determines most effective application for compiling and sharing data ▪ Shares expertise with others
EDUCATION	<ul style="list-style-type: none"> ▪ Graduation from High School 	<ul style="list-style-type: none"> ▪ Additional technical classes 	<ul style="list-style-type: none"> ▪ 30 credit hours of related college courses or 2 years related experience 	<ul style="list-style-type: none"> ▪ Associates' Degree in related area or 4 years related experience
WORK EXPERIENCE	Minimal (0-6 months general administrative support)	Some (6 months – 2 years general administrative support)	Considerable (3 – 5 years related experience)	Extensive (5 – 7 years related experience)

FINANCIAL SERVICES MATRIX

Technical

COMPETENCIES	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
COMMUNICATION	<ul style="list-style-type: none"> ▪ Provides basic information to customers ▪ Listens and gets clarification ▪ Speaks in a way that clearly passes information on ▪ Is clear and precise about what is required ▪ Exhibits common courtesy and basic communication skills to work within a team environment ▪ Writes clearly and informatively from general information using a writing style necessary to effectively communicate ▪ Reads and accurately shares basic financial information ▪ Maintains accurate records using alpha and numeric filing skills 	<ul style="list-style-type: none"> ▪ Responds to requests for more detailed service and assistance ▪ Participates in solving conflict ▪ Follows through, resolves and seeks feedback regarding questions, requests and/or complaints in a timely manner ▪ Reads, interprets and applies financial policies, procedures, etc. 	<ul style="list-style-type: none"> ▪ Manages routine customer and employee problems ▪ Provides or assists with training, facilitates meetings or makes presentations to small groups on an occasional basis ▪ Reads, interprets and applies more complex financial policies, procedures, etc ▪ Prepares correspondence and other written materials for review 	<ul style="list-style-type: none"> ▪ Manages difficult and/or emotional customer and employee situations ▪ Provides feedback to staff on performance issues ▪ Routinely provides training, facilitates meetings or makes presentations to groups ▪ Prepares correspondence, reports, policies, procedures, etc. independently using a variety of formats ▪ Collects and prepares information from a variety of sources ▪ interacts with other City administrators to provide and interpret information

FINANCIAL SERVICES MATRIX

Technical

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
JUDGMENT & COMPLEXITY	<ul style="list-style-type: none"> ▪ Makes routine decisions about own work ▪ Appropriately refers questions to higher-level staff ▪ Follows established policies, precedents, and/or procedures ▪ Performs routine tasks and activities where limited judgment and analysis is required ▪ Requires direct supervision on a daily basis 	<ul style="list-style-type: none"> ▪ Displays willingness to make thoughtful decisions ▪ Exhibits sound and accurate judgment in applying guidelines, policies and procedures ▪ Supports and explains reasoning for decisions ▪ Prioritizes and plans work activities 	<ul style="list-style-type: none"> ▪ Analyzes situations and uses judgment within complex established procedures, practices or past precedents ▪ Takes independent actions and calculated risks ▪ Understands implications of decisions ▪ Provides assistance to customers on routine problems ▪ Coordinates small projects independently beyond individual job area ▪ Manages competing demands ▪ Requires periodic direction 	<ul style="list-style-type: none"> ▪ Uses analysis and interpretation to make decisions requiring selection of best option among alternatives ▪ Develops improved methods, procedures and techniques related to the job ▪ Exhibits frequent independent thinking ▪ Exhibits resourcefulness in complex environments ▪ Manages projects ▪ Understands the effects of individual actions upon others ▪ Requires limited supervision
INITIATIVE	<ul style="list-style-type: none"> ▪ Refers non-routine issues to others 	<ul style="list-style-type: none"> ▪ Demonstrates ability to learn new skills and to translate prior experience into new skills ▪ Seeks increased responsibility ▪ Generates creative solutions in assigned areas ▪ Performs analysis within established policies, precedents and/or procedures ▪ Takes on assignments outside of normal duties 	<ul style="list-style-type: none"> ▪ Displays original thinking and creativity in making complex decisions ▪ Develops innovative approaches and ideas 	<ul style="list-style-type: none"> ▪ Develops project plans, leads division/department projects ▪ Represents division/department on cross functional teams/workgroups

FINANCIAL SERVICES MATRIX

Technical

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
LEADERSHIP		<ul style="list-style-type: none"> ▪ May provide temporary project oversight 	<ul style="list-style-type: none"> ▪ Regularly oversees work of 1-2 coworkers, interns, etc. ▪ Improves processes, services, etc. 	<ul style="list-style-type: none"> ▪ Supervises or leads work group ▪ Provides regular performance feedback ▪ Develops subordinates' skills and encourages growth ▪ Improves processes, services, etc. ▪ Develops strategies to achieve organization goals ▪ Coordinates with diverse groups
MATH	<ul style="list-style-type: none"> ▪ Adds, subtracts, multiplies and divides using all basic units of measure ▪ Works with whole numbers, common fractions and decimals 	<ul style="list-style-type: none"> ▪ Uses basic mathematical formulas 	<ul style="list-style-type: none"> ▪ Uses basic algebra to develop and use math formulas and calculations pertinent to job 	<ul style="list-style-type: none"> ▪ Uses basic algebra to develop and use math formulas and calculations pertinent to job
TECHNICAL SKILLS	<ul style="list-style-type: none"> ▪ Basic Excel skills ▪ Basic skill in specific job-related application and equipment 	<ul style="list-style-type: none"> ▪ Intermediate Excel skills ▪ Intermediate skill in specific job-related application and equipment 	<ul style="list-style-type: none"> ▪ Advanced Excel skills ▪ Advanced skill in specific job-related application and equipment 	<ul style="list-style-type: none"> ▪ Determines most effective application for compiling and sharing data ▪ Shares expertise with others
EDUCATION	<ul style="list-style-type: none"> ▪ Graduation from High School and additional accounting/bookkeeping college level courses 	<ul style="list-style-type: none"> ▪ 30 credit hours of related college courses or 2 years related experience 	<ul style="list-style-type: none"> ▪ Associates' Degree in Accounting or Business Management or 4 years related experience 	
WORK EXPERIENCE	Minimal (0-6 months accounting/bookkeeping experience)	Some (6 months – 3 years accounting/bookkeeping experience)	Considerable (3 – 5 years accounting/bookkeeping experience)	Extensive (5 – 7 years accounting/bookkeeping experience)

ATTACHMENT B

Pricing:

Administrative/Finance Services Staffing Positions

	Employee Pay Rate		Bill Rate	
	Low	High	Low	High
Administrative Level 1				
Administrative Level 2				
Administrative Level 3				
Administrative Level 4				
Finance Services Level 1				
Finance Services Level 2				
Finance Services Level 3				
Finance Services Level 4				

General Labor/Trade and Craft Positions:

	Employee Pay Rate		Bill Rate	
	Low	High	Low	High
Custodial				
Grounds Maintenance Driving				
Grounds Maintenance Non-Driving				
Refuse Driving				
Refuse Non-Driving				
Streets Maintenance Driving				
Streets Maintenance Non-Driving				
Traffic Worker Driving				
Traffic Worker Non-Driving				

Specialized General Labor/Trade and Craft Positions:

		Employee Pay Rate		Bill Rate	
		Low	High	Low	High
WWTP Plant Operator Trainee					
WTP Custodian/Grounds Worker					