

# National Compensation Study Request for Proposals

## Addendum: Received Questions and Responses

1. For Section 1.d. Please define “managerial and non-managerial non-represented positions” for clarity’s sake. Also, do you have specific job classifications that must be included in the survey, or is that left to the researcher’s discretion?
  - a. We are asking the consultant to include both positions with and without supervisory responsibilities, as well as any policy-covered non-unionized positions. Because of the nature of MPOs, we expect a wide variety of position types to be found during the study. We do not have a list of specific job classifications and will look to the consultant’s recommendations in conjunction with feedback from our review team.
2. For Section 1.d. The RFP states that data collected from MPOs should be compared to similar positions at “regional organizations.” Does the term “regional organizations” refer to Councils of Government, Regional Planning Commissions, and other similar organizations or does it refer to other MPOs that are similar in a variety of ways (population size, organizational structure, region of the country, etc.)? If the reference is to other types of organizations, does AMPO staff have that information readily available?
  - a. “Regional organizations” refers to any organization that either is the MPO in its entirety or contains the MPO within it such as a Council of Government or local municipality. FHWA has identified all MPOs currently in existence, no matter the administrative structure, and AMPO can provide more relevant details through its membership list.
3. For section 2.i. Sub-section 1 states “Survey regional private and public sector organizations of similar size, economic climate, and proximity” which implies an independent survey conducted by the consultant. Sub-section 3 states “Use appropriate survey data for local and regional labor markets” which implies that there are public or private data sets available which the consultant will use to conduct the analysis. Please clarify the data source intended for this section.
  - a. In referencing the regional private and public sector organizations, this is intended to act as a subsection of the entire study and would be the responsibility of the consultant to complete. There are a variety of public and private data sets available regarding local and regional labor markets,

including those from agencies such as the Bureau of Labor Statistics, Department of Labor, and the U.S. Census Bureau. It is the responsibility of the consultant to identify the most beneficial and relevant data sources when conducting their analysis.

4. RFP page 6 requires proposers to outline requested modifications to standard contract terms. Can you please share your standard contract terms so we may review?
  - a. Contract terms are subject to change, however standard terms have been shared as Appendix A.
5. Are you willing to extend the proposal deadline to at least 2 weeks after AMPO Research Foundation is able to share the sample contract terms to allow time for our legal team to review?
  - a. Please note the extension timeline published on the website.
6. Approximately how many positions/titles do you envision being surveyed as part of the compensation benchmarking?
  - a. The MPO community varies widely, and we have seen organizations have as little as a .5 FTE to 100 FTE. At a minimum we feel there are at least 20 core positions that most MPOs will have and will work with the consultant to help identify those.
7. Does AMPO Research Foundation have access to what it considers to be relatively standard job / classification descriptions for the positions/titles you envision being analyzed?
  - a. AMPORF has received some limited results from MPO-led salary surveys, some of which include job and classification descriptions. Pending approval from the MPO, AMPORF is willing to share those with the consultant to aid in the initial classifications. It should be noted, however, that a particular issue within the industry is that job classifications are often inverted from agency to agency (i.e. Senior Planner may be higher than a Principal Planner, and vice versa depending on the agency). Therefore, classifications will need to be considered alongside experience.
8. What tools or sources has the AMPO Research Foundation used in the past to understand market compensation levels and trends?
  - a. AMPORF has never conducted a broad national compensation survey. AMPO conducted a [salary survey in 2018](#), however results were not statistically significant.
9. Are you willing to share a budgetary range that you consider feasible so we may appropriately scale the level of effort for this project, such as the number and level of detail of reports?

- a. Providing ranges for tasks that may have multiple reports and additional value add features would be helpful in considering pricing. This will be a pooled-fund study led by AMPORF, comprising of partners from various MPOs who contribute financially.
- 10. How will the study results be communicated? To members? Or is it for internal purposes only?
  - a. The study will be published and made available to members.
- 11. What role would AMPO play in promoting the survey and encouraging participation?
  - a. AMPO would leverage its extensive communication network, email lists, and events to promote the survey and engage with participants.
- 12. How many organizations do you intend on inviting to participate?
  - a. The national analysis should consider enough organizations to provide statistically valid results. The deep dives will be up to 12 organizations.
- 13. National Compensation Survey
  - a. How many positions would you like surveyed? What are their titles?
    - i. See 6a.
  - b. Would you survey AMPO member organizations? How many total are there?
    - i. We would ask that the national survey is distributed to all MPOs in the country, which currently includes 410. Up to 12 organizations will be selected for the regional deep dives.
  - c. How many non-AMPO member organizations do you intend on inviting to participate?
    - i. See 13.b.
  - d. Who will have access to the searchable database? What platform is preferred (Excel, internet based, etc.)?
    - i. The searchable database should be accessible by members, preferably through a web-based interface. AMPORF is open to considering platforms based on the consultant's recommendations. Currently AMPORF uses Airtable and Excel.
  - e. How often do you intend to refresh the study results? Would you like a proposal that includes multiple years?
    - i. AMPORF has asked the consultant to recommend considerations for updates to the study in 1.e.6 of the RFP and will look to the final report for suggested timeframes. AMPORF will consider proposals that include a multi-year approach.
- 14. Regional Deep Dives
  - a. Please confirm that this is a separate study or an extension of the National Compensation Survey
    - i. This is an extension of the national analysis.
  - b. How do you envision requesting gender and race/ethnicity data? On an individual employee level or averages for the organization?

- i. This will depend on the survey instrument and recommendation of the consultants. It is likely many organizations may not have this data readily accessible so it may be necessary to ask at an individual level.
  - c. How many non-AMPO member organizations do you intend on inviting to participate?
    - i. See 13.b.
  - d. How many positions would you like surveyed? What are their titles?
    - i. See 6.a.
  - e. How often do you intend to refresh the study results? Would you like a proposal that includes multiple years?
    - i. See 13.e.i.
- 15. What is the purpose of the standardized job description template? To support the survey data collection or as a separate survey?
  - a. Both to support the survey data collection and to also provide guidance to MPOs as they are created following Census designations, as well as for those MPOs considering restructuring.

## APPENDIX A: SAMPLE STANDARD CONTRACT TERMS

### Contract for the Support and Development of Materials for the MPO Institute

This agreement, (“CONTRACT”) is made and entered into this [Day] day of [Month] [Year] by and between the Association of Metropolitan Planning Organizations Research Foundation (“AMPORF”), with its principal office located at 4300 Wilson Blvd., Arlington, VA, 22203, and [Name] with its headquarters at [Address] (“CONTRACTOR”).

#### WITNESSETH:

WHEREAS, AMPORF seeks to secure a contractor to aid in the development of materials for the MPO Institute; and

WHEREAS, CONTRACTOR warrants and acknowledges that it has the necessary qualifications and ability to provide such services; and,

WHEREAS, CONTRACTOR expressed its desire to provide the services.

WHEREAS, AMPORF and CONTRACTOR wish to outline the conditions under which they will work together.

THEREFORE, the parties do mutually agree as follows:

#### **Section 1. STATEMENT OF WORK**

CONTRACTOR shall perform the tasks described in the statement of work attached to this agreement, and any future statements of work governed by this agreement created during the term of this agreement. Unless otherwise specified in the statement of work the terms of this agreement apply to any statement of work governed by this agreement.

#### **Section 2. COMPENSATION AND METHOD OF PAYMENT**

CONTRACTOR shall be compensated for their work described in a statement of work governed by this contract in an amount equal to what is described in the statement of work.

#### **Section 3. ADMINISTRATION OF THE CONTRACT**

For the purposes of this CONTRACT, the Executive Director of AMPORF, or his/her designee, is the AMPORFP Contracting Officer, and is the only party authorized to make changes or amendments in this CONTRACT on behalf of AMPORF. The AMPORF Project Manager shall be Caitlin Cook, AMPO’s Transportation Planning Director.

#### **Section 4. BREACHES AND DISPUTE OF RESOLUTION**

a. Disputes arising in the performance of this CONTRACT which are not resolved by agreement of the parties shall be decided in writing by the AMPO Executive Director or his/her designee. This decision shall be final and conclusive unless within (10) working days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

b. Unless otherwise directed by AMPORF, CONTRACTOR shall continue performance under this CONTRACT while matters in dispute are being resolved.

c. Should either party to the CONTRACT suffer injury or damage to person or property because of any act or omission of the other party, or of any of its employees, agents, or others for acts it is legally liable, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

d. Unless this CONTRACT provides otherwise, all claims, counterclaims, disputes, and other matters in question between AMPORF and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Virginia.

e. The duties and obligations imposed by the CONTRACT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by AMPORF or the Contractor shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **Section 5 WORK FOR HIRE**

CONTRACTOR acknowledges and agrees that all work under this contract constitutes a work for hire and as such any and all rights including but not limited to copyright and patents arising from the work as well as any materials developed or acquired by the CONTRACTOR under this CONTRACT shall be the exclusive property of AMPORF.

## **Section 6. CHANGES**

a. Any modification or change in any aspect of this CONTRACT or any statement of work governed by this contract must be accomplished in writing by both parties before it is considered a contract requirement.

b. The parties may, from time to time, propose changes in a statement of work governed by this CONTRACT to be performed by the CONTRACTOR. Such changes, including the material scope of work changes, time schedule and report delivery changes, budget revisions that

increase, decrease, or materially change the statement of work's total compensation, must be mutually agreed upon in writing and approved by and between AMPORF and the CONTRACTOR.

#### **Section 7. TERM and TERMINATION**

This CONTRACT shall be effective from [Date] through [Date] unless extended by the mutual written agreement of AMPORF and the CONTRACTOR. This CONTRACT may be terminated by AMPORF, in whole or in part, along with any or all of any associated statements of work, at any time by written notice to the CONTRACTOR. If this contract is terminated, AMPORF shall be liable only for payment for services already performed in accordance with the manner of performance set forth in the statement of work, rendered before the effective date of termination.

#### **Section 8. INDEMNIFICATION**

The CONTRACTOR, acting as an independent contractor, shall hold AMPORF harmless from the payment of any and all claims from a third party for loss, personal injury, death, property damage or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

#### **Section 9. SEVERABILITY**

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the CONTRACT shall be construed as if not containing the particular provision or provision held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed an enforced accordingly.

#### **Section 10. ASSIGNMENT**

This CONTRACT shall not be assigned, sublet, or transferred in whole or in part by the CONTRACTOR, except with the previous written consent of the AMPORF Contracting Officer or his designee.

#### **Section 11. ACKNOWLEDGEMENTS**

CONTRACTOR acknowledges and agrees that it is bound by the rules and regulations described in attachments A and B of this agreement.

#### **Section 12. ENTIRE AGREEMENT**

This CONTRACT sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This CONTRACT may only be altered, amended, or modified in accordance with Section 6 of this contract.

THE PARTIES hereto have executed this CONTRACT as of the day, month, and year described above.

**ASSOCIATION OF METROPOLITAN  
PLANNING ORGANIZATIONS  
RESEARCH FOUNDATION**

By: \_\_\_\_\_  
Bill Keyrouze, Executive Director

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

By: \_\_\_\_\_  
[Name, Title]

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



**ATTACHMENT A**

**CERTIFICATION REGARDING**

**DEBARMENT, SUSPENSION, AND OTHER**

**RESPONSIBILITY MATTERS**

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia;
- Have not within a three-year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

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Typed Name of Vendor

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date