



**Request for Proposal -
Executive Recruitment Services – Town Manager**

The Town of Abingdon is requesting **PROPOSALS FOR PROFESSIONAL SERVICES** from qualified firms to provide Executive Recruitment Services for Town Manager for the Town of Abingdon, Virginia. Interested qualified firms should contact Community Development Coordinator at the phone number or email address listed below to receive the full Request for Proposal. One (1) original and six (6) copies must be submitted to the address below and received no later than 4:00 p.m. EST, November 2, 2018.

Community Development Coordinator
P. O. Box 789, Abingdon, Virginia 24212-0789 (mailing address)
133 West Main Street, Abingdon, Virginia 24210 (physical address)
Phone (276) 628-3167
ttriplett@abingdon-va.gov

The selection process will follow the requirements of the Virginia Public Procurement Act. All respondents must conform to the Federal Equal Employment Opportunity requirements and upon request, supply documentation of compliance. The Town of Abingdon is an Equal Opportunity Employer and will not discriminate on the basis of race, creed, color, sex, national origin, age or handicap. Disadvantaged Business Enterprise firms are encouraged to participate.


Kimberly Kingsley, Clerk

Please advertise in Bristol Herald Courier under the Town of Abingdon Seal on:

Saturday, October 27, 2018

I, Cameron Bell, Attorney for the Town of Abingdon, Virginia, do hereby acknowledge that this notice is true and correct in form and that it meets all of the procedural and substantive requirements set forth in the Town Code , this the ____ day of October, 2018.



October 18, 2018

NOTICE TO PUBLIC - REQUEST FOR PROPOSALS

**EXECUTIVE RECRUITMENT SERVICES
TOWN MANAGER**

Title: Executive Recruitment Services

Acceptance Date: Proposals must be received prior to 4:00 p.m. EST on November 2, 2018.

RFP Number: 20181018

Acceptance: The Town of Abingdon will accept proposals until 4:00 p.m. EST time on November 2, 2018, in the Office of the Community Development Coordinator, located at 133 West Main Street, Abingdon, Virginia 24210 (physical address only), P.O. Box 789 (mailing address), Abingdon, Virginia 24212-0789 as specified below.

Any questions related to this Request for Proposal should be directed to the Town's Agent:

Cameron S. Bell
cbell@pennstuart.com
(276) 628-5151

This document can be obtained in person from Office of the Community Development Coordinator, located at 133 West Main Street, Abingdon, Virginia 24210, or downloaded from the Town's web page at www.abingdon-va.gov or from www.eva.virginia.gov.

If you need any accommodation for any type of disability in order to participate in this procurement, please contact the Town's agent.

1.0 SUMMARY OF RFP (REQUEST FOR PROPOSALS)

The Town of Abingdon is currently seeking a qualified Offeror to assist the Town in the selection of a Town Manager. In accordance with the Town's procurement policy, competitive negotiations will be used to select the provider of these services.

2.0 RFP SECTIONS

The RFP is divided into sections and each section should be read and completed. The entire package to be returned to the Town's Agent and should include the following attachments:

- Signature Sheet
- References
- Scope of Services
- Price Schedule
- General Contract Terms & Conditions
- Exceptions to RFP
- Proprietary/Confidential Information
- Additional Contractor Data
- Authority to Transact Business in Virginia (with your SCC number recorded)
- Anti-collusion/Nondiscrimination/Drug Free Workplace
- Identification

3.0 COMPETITION INTENDED

The Request for Proposal (RFP) is designed to solicit competitive responses. It shall be the offeror's responsibility to advise the Town's Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town's Agent not later than five (5) days prior to the date set for acceptance of proposals. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

4.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

4.1 Submission of Proposals

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any offeror from his or her contractual obligations. The face of the envelope shall indicate the RFP number, acceptance date and time, and the title of the RFP. The offeror should initial each page of this proposal.

Proposals may either be mailed or hand delivered to:

U.S. Mail

Package Delivery

Hand Delivery

Tonya Triplett
P.O. Box 789
Abingdon, VA 24212

Tonya Triplett
133 West Main Street
Abingdon, VA 24210

Tonya Triplett
133 West Main Street
Abingdon, VA 24210

4.2 Questions and Inquiries

Questions and inquiries related to the RFP, both verbal and written, will be accepted from any and all firms. Please address your inquiries to the Town's Agent, Cameron S. Bell at cbell@pennstuart.com. Inquiries pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be posted to www.abingdon-va.gov and www.eva.virginia.gov. All questions must be received five (5) days prior to acceptance date.

4.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addenda prior to submitting a proposal. The addendum will be posted to www.abingdon-va.gov and www.eva.virginia.gov and if necessary the acceptance date will be modified.

4.4 Proposal Pricing

Proposal pricing must be firm and allow the Town's acceptance for sixty (60) days from proposal acceptance date to allow the Town to negotiate a contract.

4.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any propriety information must be listed on the attachment "Proprietary/Confidential Information Identification" and submitted with the proposal.

4.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided where applicable.

4.7 Preparation and Submission of Proposals

A. All proposals shall be signed in ink by the individual or authorized principals of the firm.

B. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.

C. It is the Offeror's responsibility that the proposals are received by the Town at the address specified above BEFORE the hour specified. Requests for extensions of this time and date will not be granted.

Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Town prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the Town after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified on the cover sheet of this Request for Proposal.

D. Each firm shall submit one (1) original and six (6) copies of their proposal. The original proposal shall be clearly marked.

4.8 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.9 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container. It is the offeror's responsibility to insure arrival prior to the acceptance time for the RFP.

4.10 Rights of the Town

The Town reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the Town.

4.11 Deviations from Scope of Services

If there is a proposed deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services shall be ruled out and the substitution clearly indicated. The Town reserves the right to determine the responsiveness of an offer containing any deviation.

The Town reserves the right to reject any changes by offeror of proposals received or to negotiate separately in any manner necessary to serve its best interests.

4.12 Proposal Expenses

The Town will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

4.13 Proposal Presentation

Offerors who submit a proposal in response to this RFP may be required to make a presentation of their proposal. The Town's Agent will schedule the time and location for this presentation.

4.14 Proposal Integration with Contract

The contents of the proposal submitted by the successful offeror and this RFP are intended to become part of any contract awarded.

4.15 Announcement of Award

A Notice of Award may be posted in the Town's Clerk's Office, on the Town's website (www.abingdon-va.gov) and on the eVA website (www.eva.virginia.gov).

4.16 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

4.17 Inclement Weather/Closure of Town Facilities

If the Town is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5.0 SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as necessary to allow the Town to properly evaluate the offeror's capabilities to provide the required services. Offerors are required to submit the following items in the format provided as a complete proposal:

5.1 Signature Sheet and Cover Letter

The offeror shall complete and submit the Signature Sheet (included in the proposal) and submit it with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Offeror must sign the letter and Signature Sheet, as well. Indicate the address, email address and telephone number of the Offeror's office.

5.2 Required Contractor Information

Offerors must provide the following information about the Contractor and any company that is proposing partnering or sub-contracting with or fulfilling this contract so that the Town can evaluate the Contractor's stability and ability to support the commitments set forth in response to this Request for Proposal.

The Town, at its option, may require the Contractor to furnish additional information or clarification.

A. State your organization's ability to complete the work for the period stipulated. If you are unable to meet the deadlines, please indicate the specific reasons that the deadlines cannot be met.

B. Describe in concise terms the methodology you will use to complete the requirements described in the RFP.

C. Describe any other services you will provide for the fee submitted for each location to either ensure successful completion of this project and/or to enhance the efficiency of this project.

D. Describe your organization's quality control/assurance program as it relates to this project.

5.3 Company Statement of Qualifications

Provide a brief background including years in business and office location. Provide an organizational charter, including all staff located at the office location provided with this proposal. Please list by classification.

5.4 Resume of Responsible Individuals

Provide a resume for each individual assigned to this project as a manager and or supervisor that includes a minimum of the following:

- Name
- Role in project
- Years with this firm
- Any previous similar experience, including other firms and years of service

The Offeror must notify the Town in writing of any changes to responsible individuals prior to contract award.

5.5 Client References

List your firms' experience with similar type projects during the last five (5) years. Include any work with state and/or local governments. Provide client's name, contact person, phone and/or email address along with project description and project date.

5.6 Exceptions to the RFP

All requested information in this RFP must be supplied. Offerors may take exception to certain requirements in the RFP. All exceptions shall be clearly identified on the attachment "Exceptions to RFP."

5.7 Project Service Requirements

The Offeror shall address each of these requirements and base its price schedule upon the following criteria:

- A. Strategy, process and marketing for carrying out the recruitment of a Town Manager.
- B. Identify potential contacts and conduct personal outreach recruiting to include posting the position through national channels. Assist the Town in preparing and placing advertisements for the position in appropriate industry job services.
- C. Consultant shall demonstrate the ability to provide the Town

Council with a preliminary list of candidates meeting the requirement of the selection criteria. The recommended candidate pool should include at a minimum ten candidates. Consultant shall then interview candidates to determine if they meet the Town Council requirements and expectations.

D. Evaluate candidates for serious considerations by conducting in depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in personal dimensions identified by the job description as well as the contractor's interviews with stakeholders.

E. Finalize and participate in a process with the Town for interviews and coordinate candidates' participation in interviews.

F. Debrief with the Town following interviews and identify additional candidates if necessary.

G. Verify selected candidates' educational background, and conduct criminal, financial, media and civil litigation checks.

H. Maintain confidentiality.

I. The Consultant should preliminarily discuss compensation requirements with the preferred candidate when the Town Council has determined an offer is appropriate. This information will be reviewed by the Town Council to develop an offer of employment. (Develop a pay range or include in job description)

J. Notify rejected applicants.

6.0 EVALUATION AND AWARD

6.1 Experience

The successful offeror shall demonstrate adequate knowledge and experience in conducting successful searches for similar executive or senior management positions.

6.2 Proposal Review

A Selection Committee of The Town will select the top two offerors in accordance with Virginia Code Section 2.2-4302.2. The best offerors deemed to be fully qualified and best suited among those submitting proposals will be selected for interview based on the criteria listed below:

1. Qualification and experience in conducting successful searches for similar executive or senior management positions.

2. Experience and qualifications of key individuals to be assigned to the work.
3. Familiarity and knowledge in local government needs and requirements.
4. Firm's demonstrated understanding and methodology of the tasks and quality assurance approach and procedures.
5. Firm's pricing schedule and cost of services.
6. Degree of firm's capability to perform tasks in-house.
7. Overall quality and completeness of proposal.
8. Any other relevant information offered or disclosed during the evaluation process.

The Town has chosen not to use a weighted numerical ranking system. The pricing schedule is an important component of the proposed review; however, the price schedule need not be the sole determining factor.

6.3 Negotiations

Negotiations shall then be conducted with each of the offerors selected. After negotiations have been conducted with each offeror, the Town shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Should the Town determine that several offerors meet our criteria, more than one contract may be awarded from this Request for Proposal. The Town is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

6.4 Contract Award

The proposal submittal shall become part of the contract between the Town and the Contractor. All contract provisions that have not been stated herein will be drafted and included as necessary. Future work is dependent on funds being available.

The Contractor will be expected to sign a non-professional services agreement with the Town. The Town will prepare and transmit the contract to the Contractor. The Contractor shall execute and return the contract documents to the Town within ten (10) days of receipt.

SIGNATURE SHEET
(Submit with Proposal)

My signature certifies that I have carefully examined the proposal and if selected will furnish all labor, materials and equipment necessary to complete the work. I further accept the General Contract Terms & Conditions and Special Terms & Conditions.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town of Abingdon and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Town of Abingdon, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town of Abingdon.

By signature and title, I hereby certify that I am authorized to sign as a Representative for the Firm and can bind the firm into a contract:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____

Telephone No.: _____ Fax No.: _____

E-mail address (for purchase orders): _____

Name (type/print): _____

Title: _____

Signature: _____

EXHIBIT A
Offeror Shall Provide References on this Form

Firm Name _____
Contact _____
Title _____
Email _____
Mailing Address _____
Phone _____
Fax _____

Firm Name _____
Contact _____
Title _____
Email _____
Mailing Address _____
Phone _____
Fax _____

Firm Name _____
Contact _____
Title _____
Email _____
Mailing Address _____
Phone _____
Fax _____

Firm Name _____
Contact _____
Title _____
Email _____
Mailing Address _____
Phone _____
Fax _____

ATTACHMENT C
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
RFP # 20181018

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

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

ATTACHMENT D
ADDITIONAL CONTRACTOR DATA
RFP # 20182018

Name of Firm/Offeror: _____

List years in business supplying like services as outlined in these specifications:

_____ Years _____ Months

List of working equipment, specified materials and qualified personnel:

Describe your company's size and organization:

Alternative Contacts for Firm:

Name: _____

Email Address: _____

Mobile Phone: _____

Fax Number: _____

Please list below all current permits and licenses that shall be valid for the duration of the contract period along with copies of permits and licenses along with your completed fee schedule.

Manpower: The Contractor has _____ (number) of employees available to his/her company to perform services as needed for this contract.

Offeror has included Anti-collusion Statement with proposal
Offeror has included Certificate of Insurance with proposal
Offeror has acknowledged any addenda

Yes/No (circle one)
Yes/No (circle one)
Yes/No (circle one)

ATTACHMENT E

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL, FAILURE TO INCLUDE
THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL**

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town, as applicable. If this quote for goods or services is accepted by the Town the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ___ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Vendor's Identification Number issued to it by the SCC is _____.

B. ___ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Vendor's Identification number issued to it by the SCC is _____.

C. ___ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): _____

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on _____
W-9)
Legal name of Offeror/Bidder _____
Date _____
Authorized Signature _____
Print or Type Name and Title _____

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION
ATTACHMENT F
ANTI-COLLUSION/NONDISCRIMINATION/
DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'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 SUCCESSFUL OFFEROR'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 SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR 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 SUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:

a. THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.

c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

2. THE SUCCESSFUL OFFEROR 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 SUBCONTRACTOR OR VENDOR.

Name and Address of OFFEROR:

Date: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Federal TAX Identification Number/Social Security Number:

Is Offeror a "minority" business? ___ Yes ___ No

If yes, please indicate the "minority" classification below:

African American

Hispanic American

American Indian

Eskimo

Asian American

Aleut

Other: Please Explain: _____

Is Offeror Woman Owned? Yes No

Is Offeror a Small Business? Yes No

Is Offeror a Faith-Based Organization? Yes No

**ATTACHMENT G
GENERAL TERMS AND CONDITIONS:**

These General Terms and Conditions are required for all sealed and unsealed written solicitations issued by The Town of Abingdon for procurements that are subject to the Virginia Procurement Code.

1. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for Washington County, Virginia or the United States District Court for the Western District of Virginia at Abingdon. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual disputes. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

2. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to The Town of Abingdon that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious Contractor, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1E).

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

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

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have 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, unless consideration of substantially equal or greater value was exchanged.

4. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

5. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any Town, Town or Town from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to The Town of Abingdon all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by The Town of Abingdon under said contract.

7. **MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Town form provided for that purpose may be a cause for rejection of the bid/proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/proposal; however, The Town of Abingdon reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal.

8. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only

by addendum issued by the Town's Agent, or designee.

9. **PAYMENT:**

A. **To Prime Contractor:**

1. Invoices for items ordered, delivered and accepted, or actual services performed shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which department is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

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

C. **To Subcontractors:**

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from The Town of Abingdon for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - c. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that

remain unpaid seven (7) days following receipt of payment from The Town of Abingdon, except for amounts withheld as stated in (2) above. The date of mailing of any payment by US Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of The Town of Abingdon.

10. **PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

11. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Town of Abingdon may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to The Town of Abingdon all such information and data for this purpose as may be requested. The Town of Abingdon reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Town of Abingdon further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy The Town of Abingdon that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

12. **TESTING AND INSPECTION:** The Town of Abingdon reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

13. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of The Town of Abingdon.

14. **SEVERABILITY OF CONTRACT:** In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

16. **CHANGES TO THE CONTRACT:**

1. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars (\$10,000), whichever is greater, without the advance written approval of the Town Council or its designee. In no event may the amount of any contract, without adequate

consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

2. Changes can be made to the contract in any of the following ways:

a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

b. The Town of Abingdon may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give The Town of Abingdon a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to The Town of Abingdon's right to audit the contractor's records and/or to determine the correct number of units independently; or

3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present The Town of Abingdon with all vouchers and records of expenses incurred and savings realized. The Town of Abingdon shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to The Town of Abingdon within thirty (30) days from the date of receipt of the written order from The Town of Abingdon. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of The Town of Abingdon Code. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by The Town of Abingdon or with the performance of the contract generally.

17. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, The Town of Abingdon, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in

addition to any other remedies which The Town of Abingdon may have.

18. **TAXES:** Sales to The Town of Abingdon are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

19. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify The Town of Abingdon of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Abingdon must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

20. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Council's Agent will publicly post such notice on the Town of Abingdon's web site (www.abingdon-va.gov) for a minimum of 10 days.

21. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against

employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

22. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

23. **AVAILABILITY OF FUNDS:** In the event that funds are not appropriated for this Contract for any Town fiscal year, following the Town's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the Town providing written notice to the Contractor prior to the date of termination. The Town shall not consider termination of the Contract pursuant to this section default. Upon such termination, the Town shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

24. **LICENSES AND PERMITS:** Contractors will be responsible for all licenses and permits, if required. Any person, firm, or corporation responding to this invitation to bid which is required to have a current and valid Town of Abingdon business license and, in fact, does not, will not be considered a "responsive bidder" as such term is defined by the Code of Virginia §2.2-4301, as amended. Any bid received from such an entity may be rejected, at the Town's sole option, for that reason alone. In addition, the successful bidder or offeror will be required to produce affirmative evidence, satisfactory to the Council's Agent, or designee that it has such a license, or is not required to have such a license, prior to approval and execution of any contract to perform the work herein described.

25. **TERMINATION:**

a. **Termination for Convenience:** The Town may terminate a contract, in whole or in part, whenever the parties determine it to be in their best interest, without showing cause, upon giving ten (10) days written notice to the vendor.

b. **Termination for Default:** When the vendor has not performed or has unsatisfactorily performed the contract, the Town may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Town. The Vendor will be paid for work satisfactorily performed prior to termination.

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

27. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.