

City of Lexington, Virginia
Request for Proposals
Executive Search Services – Lexington City Manager

The City of Lexington, Virginia, is requesting written proposals from qualified offerors for the supply of executive search services for a city manager with a deadline of May 30, 2019 at 2:00 pm. Selection criteria is contained in the complete request for proposals packet available at www.lexingtonva.gov or by request at City Hall, 300 East Washington Street, Lexington, Virginia 24450. Questions related to this request may be directed in writing to Debbie Desjardins, Human Resources Officer, at 300 East Washington Street, Lexington, Virginia 24450 ddesjardins@lexingtonva.gov, or by facsimile at (540) 463-5310

Ten (10) copies of the proposal must be submitted in a sealed envelope titled, “Executive Search Services Proposal” and may be mailed or delivered to City Hall, 300 East Washington Street, Lexington, Virginia 24450. Neither faxed nor electronic copies will be accepted.

The City reserves the right to accept or reject any or all submissions and to waive any formalities or technicalities as it deems to be in the best interest of the City. Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) are encouraged to respond. The City of Lexington does not discriminate based on race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law.

May 10, 2019

City of Lexington, Virginia
Request for Proposals
Executive Search Services – Lexington City Manager

Summary of Request

The purpose of this Request for this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for activities related to search assistance, recruitment, selection, and hiring of a City Manager for the City of Lexington, Virginia (herein after referred to as “Lexington” or “the City”).

Our Community

Lexington was designated in 1778 as the county seat for newly established Rockbridge County. The town’s name was inspired by the Revolutionary War battle of Lexington, Massachusetts, fought in 1775. As a county seat, Lexington has always been a center of government, commerce, education, and culture for the area. Its location on the Maury River in the Valley of Virginia has made it an important transportation hub. Footpaths and wagon roads, then riverboats, then railroads, then major highways have brought people, goods, and services to Lexington. Lexington is located approximately 50 miles northeast of Roanoke and 150 miles west of Richmond and is also well known as a center of higher education and history.

The City has been the home of a number of notable figures in American history, including Robert E. Lee and Thomas “Stonewall” Jackson, pioneer Sam Houston, and inventor Cyrus McCormick. Several historical sites, stately buildings, and the region’s natural beauty draw thousands of visitors to Lexington each year.

Just 2.5 square miles in area, Lexington has been recognized by a number of publications, most recently by Smithsonian Magazine, which named it one of “The 20 Best Small Towns to Visit in 2013.” It was also recognized in 2009 by Budget Travel as one of “America’s Coolest Small Towns.” The City has an active tourism bureau, a Chamber of Commerce, and a downtown merchants’ association (Main Street Lexington) that support the local business community. The City also partners with neighboring localities to support a regional tourism bureau. The downtown area has a wide variety of shops and restaurants catering to local area residents, college students, tourists, and visitors. The core of the City is a nationally recognized Historic District, and boasts a variety of restored buildings, with brick sidewalks and street lamps that evoke an earlier time and give the downtown area much of its charming character.

Charm, scenic beauty, two major schools, and history have made Lexington a cultural center. A number of well-known artists and sculptors have lived and worked in the City and surrounding area.

Quality of Life factors have also made Lexington a popular retirement destination. Many graduates of Washington and Lee and of Virginia Military Institute return to Lexington for retirement. Other retirees, with no previous ties to the community, have visited Lexington, liked it, and have retired here. The area’s largest retirement complex, Kendal at Lexington, has many active retirees who consider themselves “Lexingtonians” even though Kendal is for the most part outside the city limits.

As measured by the 2010 Census, Lexington’s population was 7,042 residents which included 2,237 households and a population density of approximately 2,800 people per square mile. Homeowners make up about 52% of the population, with an average household size of 2.12. The racial makeup of the City was approximately 85% White, 10% African American, 2% Asian, and 3% from other racial backgrounds. Hispanic and Latino members of any race made up 4% of the population.

While retirees find the City of Lexington and the Lexington area appealing, the City's median age is 22.8 years, due largely to the large number of students from Washington and Lee University and the Virginia Military Institute who reside within the City providing a blend of age groups in the community.

In 2010 Lexington's median income for households stood at \$28,982, and the per capita income was \$16,497. The percentage of population considered to be below the poverty line was 8.4%.

The City of Lexington is the center of government and commerce for Rockbridge County, and also serves as a center for tourism and culture. The presence of Washington and Lee University and Virginia Military Institute in the City is the base for a large number of businesses which provide services to students, faculty and staff of the two schools.

The City's labor base of approximately 4,928 workers includes a robust number of government employees (24.4%) who work at the Federal, State and local levels. Other major employment sectors for the City include 16.4% of the local workforce in accommodation and food services, 9.9% in the health care sector, and 6.8% in retail trade. The City's unemployment rate as of June 2016 was 8.2%.

The City's largest employers are in higher education, with Washington and Lee University serving as the City's largest employer, followed by Virginia Military Institute. Carilion Stonewall Jackson Hospital is the City's third largest employer.

Services & Needs

The City needs the services of a Contractor who can provide the following:

- A. The contractor will help the City formulate a comprehensive set of criteria for selecting the City Manager. The "needs assessment" should result in the contractor having a working understanding of the City's specific needs. A candidate recruitment profile that includes the selection criteria and can be shared with participants in the selection process is a required deliverable.
- B. With consideration given to the law and to the Dillon-Rule status of the Commonwealth of Virginia, Offeror will maximize number of quality applicants by recruiting individuals (external and internal) who have familiarity and high probability of success in meeting requirements and ethos of the Commonwealth of Virginia relative to the position.
- C. Screening of applicants for the desired characteristics and qualities identified by the City prior to presentation to City Council members/Selection Committee for consideration.
- D. A suggested format for the interview process and development of a list of potential interview questions. This information will become the property of the City of Lexington.

- E. Complete background checks on potential candidates (to include prior employment history, criminal background financial, media and civil litigation checks), and disclose to the City any potentially damaging information in a candidate's background or other items that might reasonably be expected to present a concern with preserving integrity and public trust.
- F. Assist in setting up interviews with candidates and providing follow-up.
- G. Provide technical, administrative and logistical support for the interview process, site visits and salary negotiations as needed.
- H. Identify support needed from the City administration including human resources. For the purposes of this solicitation and any resulting contract awarded, Debbie Desjardins, 300 East Washington Street, Lexington, Virginia 24450 ddesjardins@lexingtonva.gov, will be the designated point-of-contact.
- I. Consultation with the City (including but not limited to Council/ Selection Committee Members/appropriate members of the City staff) as needed throughout the selection process.
- J. In the event that a candidate selected through this process should leave employment with the City before a period of one year, Offeror warrants an additional recruitment and selection process will be conducted at no cost to the City, or a reimbursement of a pro-rated amount paid for total contract fee totals on a one-twelfth (1/12th) total-cost basis, at the City's option.

Qualifications

- A. Qualified firms/individuals will have a minimum of five (5) years experience in providing services outlined herein, and will submit a description of qualifications/experience of the Offeror and any individuals assigned to this project. A resume for each employee will suffice.
- B. Four (4) recent references, preferably for public-sector placement in similar positions or Manager/Chief Administrative Officer, and for whom you have provided the type of services described herein. Include the date(s) said services were furnished, the client name, address and the name and phone number of the individual the City has your permission to contact

Term of Contract

The term of the contract shall be negotiated with the selected proposer. The proposer should propose specific payment terms and arrangements during the negotiation process (e.g. hourly rate, retainer, or combination).

Proposal Submission and Requirements

General Requirements & Disclosure Statements:

- A. As part of the proposal packet, the Contractor will submit a plan for recruitment identifying specific methods employed and targeted marketing plan for identifying prospective qualified candidates for consideration. This will include all marketing resources utilized and ANY AND ALL fees that will be passed along to the City in relation to providing said services as outlined herein.
- B. Contractor will clearly disclose any “dual service” practices by their organization. For purposes of this clause, “dual services” will be defined as an Offeror who provides recruitment/job placement search services for job-seeking individuals as well as providing recruitment for organizations so any perceived conflicts of interest can be identified or minimized.
- C. The City, and its officers/employees/agents will not be responsible for opening a proposal envelope or package prior to scheduled opening if envelope or package is not appropriately sealed and marked as specified.
- D. Each Offeror will disclose any known relationships with policy-making officials or prior employment with the City of Lexington to avoid any potential conflicts of interest, and all Offerors are hereby advised that the Code of Virginia Ethics in Public Contracting and Conflict of Interests Act apply to this RFP.
- E. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. Ten (10) copies of each proposal must be submitted to: City of Lexington, 300 East Washington Street, Lexington, Virginia 24450. Please reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.
- F. The City is not liable for any costs incurred by any Offeror in connection with, or response to, this RFP, and any expenses incurred in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- G. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.
- H. The successful Offeror will be compliant with the nondiscrimination provisions and drug-free workplace provisions of Virginia Code Section of Virginia Code (Section 2.2-4311 and 2.2-4312, respectively) which are incorporated herein by reference.
- I. No other distribution of the proposals shall be made by the Offeror.

Proposal Preparation:

- J. Proposals shall be signed by an authorized representative or agent of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the City requiring immediate submission of missing or incomplete information and/or rejecting Offeror's proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion. Mandatory requirements required by law or regulation cannot be waived and are not subject to negotiation. Any questions pertaining to this solicitation will be addressed to the Human Resources Officer, Debbie Desjardins, and must be submitted in a timely manner such that any responses/clarifications necessary may be provided to all Offerors within seven working days of the closing date of this solicitation. Demonstrated areas of practice which illustrate the candidate's ability to provide services in the areas identified in the knowledge, skills, and abilities section, the qualifications section, and the services and needs section.
- K. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- L. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- M. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- N. Ownership of all data, material and documentation originated and prepared for City pursuant to the RFP shall belong exclusively to City and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials are submitted. The written request must specifically identify the data or other materials to be protected 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 trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- O. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal

but will in no way change the original proposal. The City will schedule the time and location of these presentations with every effort to provide ample notice to Offeror(s). Oral presentations are an option of the City and may not be conducted. Therefore, proposals should be complete.

Specific Requirements:

- P. Proposals should be as thorough and detailed as possible so that the City may properly evaluate Offeror capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:
 - 1. The return of the General Information Form and addenda (if any) signed and filled out as required.
 - 2. Plan for providing services
 - a. Provide a detailed search work plan and schedule of tasks with timelines included;
 - b. List the strategies your organization will use for approaching this project and describe the implementation of the strategies;
 - c. List all resources available to your organization in completing the services described in the RFP;
 - d. Submit examples or formats of written communications that will be used during the selection process. Clarity of content, writing style and document appearance will be reviewed.
 - 3. Price, including a complete and detailed pricing schedule for the services proposed by the Offeror; travel and per diem costs shall be included in the schedule; the cost of each task shall be itemized; breakdown of direct labor and labor overhead costs; breakdown of other expenses such as clerical support, other overhead costs, supplies, etc; breakdown of all other expenses related to services, including but not limited to: advertising costs, videotaping/web-based interview fees (if applicable), etc.

Written proposals for the supply of services fully described herein will be accepted until May 30th, at 2:00 pm. The City of Lexington will utilize competitive negotiation to finalize a selection.

All proposals submitted shall be valid for a minimum period of 120 days following commencement of offeror discussions. Proposals may be modified or withdrawn only upon written request from the offeror prior to the official deadline for receipt of proposals.

REQUEST FOR PROPOSAL
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Lexington, unless otherwise specified. In the event there is a conflict between any of these General Terms and Conditions and any Specific Requirements, Special Terms and Conditions, or the requirements of the Proposal Submission and Requirements section of the contract, the Specific Requirements, Special Terms and Conditions and the requirements of the Proposal Submission and Requirements shall apply.

The Finance Department is responsible for the purchasing activity of the City of Lexington. The term "City" as used herein refers to the contracting entity which is the signatory on the contract and may be either the City, City of Lexington or Lexington City Council. The Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Offeror's own risk except as provided by law.

All solicitations issued and contracts awarded by the City are governed by the provisions of the Virginia Public Procurement Act as set forth in the Code of Virginia.

1. **COMPETITION INTENDED:** It is the City's intent that this solicitation permits competition. It shall be the Offeror's responsibility to advise the Finance Department in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Finance Department must receive such notification not later than ten (10) business days prior to the deadline set for acceptance of the bids.
2. **CLARIFICATION OF TERMS:** If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Finance Department no later than five (5) business days prior to the date set for the receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Finance Department. Oral or other interpretations or clarifications will be without legal effect.
3. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

Address as indicated in the solicitation documents

Title of Request for Proposal

Proposal due date and time

Vendor name and complete mailing address (return address)

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the Finance Department. No other correspondence or other proposals should be placed in the envelope.

4. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a proposal on the official City form provided for that purpose shall be a cause for rejection of the proposal.
5. **LATE PROPOSALS:** Any proposal received at the Finance Department after the exact time specified for receipt of the proposal is considered a late proposal.

The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the Finance Department by the designated date and hour.

Late proposals will be returned to the Offeror unopened, if solicitation number, acceptance date and Offerors return address is shown on the container.

If the City closes its offices due to inclement weather, proposal due date will be extended to the next business day, same time.

6. **PROPOSAL OPENING:** All proposals will be opened at the date and time specified.
7. **ADDENDA:** By submitting a proposal, the Offeror certifies that (i) he has made due inquiry of the City as to the existence of any addenda issued in connection with the proposal solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his proposal; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his proposal based upon his failure to have received any one or more addenda.
8. **MODIFICATION OF PROPOSALS:** Unauthorized modification of, or any additions to any portion of the Request For Proposal may be cause for rejection of the proposal.
9. **WITHDRAWAL OF PROPOSALS:** An Offeror may request withdrawal of his proposal under the following circumstances:
 - a) A written request for a withdrawal of a Proposal or any part thereof will be granted if received by the City prior to the specified proposal due date and time.
 - b) Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to Debbie Desjardins, at 300 East Washington St, Lexington, Virginia 24450, ddesjardins@lexingtonva.gov, or by facsimile at (540) 463-5310, in writing, accompanied by full documentation

supporting the request. If the request is based on a claim of error, documentation must show the basis of the error.

- c) No Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another proposal of the same Offeror or of another Offeror in which the ownership of the withdrawing Offeror is more than five percent. No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

10. ERRORS IN PROPOSALS: Erasures in Proposals must be initialed by the Offeror. Carelessness in preparation of Proposal will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible error. Errors discovered after public opening cannot be corrected and the Offeror will be required to perform if his or her proposal is accepted, except as provided in paragraph 9 hereof.

11. PUBLIC INSPECTION OF PROPOSALS: All submitted proposals, accompanying data, materials or documentation will become the property of the City and will be subject to public inspection in accordance with 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 and state the reasons why protection is necessary.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

12. TAX EXEMPTION: The City is exempt from the payment of any federal excise or any Virginia sales tax. Tax exemption certificates will be furnished by the City of Lexington on request.

13. CITY BPOL LICENSING: All firms with a business location in Lexington are required to be licensed in accordance with the City's Business, Professional, and Occupational Licensing (BPOL Tax Ordinance. Questions concerning BPOL Tax should be directed to the Office of the Commissioner of the Revenue.

14. NEGOTIATIONS WITH OFFERORS: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal.

Negotiations shall then be conducted with each of the Offerors so selected, The City shall serve as the evaluation panel. Price shall be considered, but need not be the sole determining factor.

15. AWARD OR REJECTION OF PROPOSALS:

- a) The City shall award the contract to the Offeror which, in the opinion of Lexington has made the best proposal. Should Lexington 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.
- b) The City reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of the City.
- c) Notice of Award - Upon the award or announcement of the decision to award a contract as a result of this solicitation, the City Manager's office will publicly post such notice on the City's website (www.lexingtonva.gov) for a minimum of ten (10) days.

16. QUALIFICATIONS OF OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) or services, and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect Offerors physical facilities prior to award to satisfy questions regarding the Offerors capabilities. The City further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein, in the sole judgment of the City.

17. STANDARDS OF CONTRACT: The City reserves the right to cancel and terminate a contract at any time, at the convenience of the City. In the event of termination, the contractor shall be compensated for those services provided to the satisfaction of the City as of the date of termination.

18. AVAILABILITY OF FUNDS: Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, the City may terminate the contract without penalty, cost or damage payment.

19. PAYMENT TERMS: Unless otherwise provided in the solicitation , payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later.

20. CHANGES TO THE CONTRACT:

- a) During performance of the contract, the parties may agree to modify the scope of the contract. Any 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 City 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 may include, but are not limited to, services to be performed. 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 City a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.
- c) No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advance written approval of the City Council.

21. EMPLOYMENT DISCRIMINATION: During the performance of this contract the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The contractor 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.

22. 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 place 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 in accordance with this chapter, 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.

- 23. NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2- 4343.1, this public body does not discriminate against faith-based organizations 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.
- 24. ILLEGAL ALIEN EMPLOYMENT:** In accepting this order, the Contractor 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.
- 25. LICENSE:** If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.
- 26. CONTRACT FORMATION:** The Contractor or successful Offeror agrees to sign a contract drafted or approved by the Staff Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Request for Proposal shall constitute the terms of the contract and no provision of any response, bid or other agreement may vary or alter the same unless agreed in writing and approved by the Staff Attorney.
- 27. COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS:** All Bidders or Offerors organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code must include in its bids or proposals the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.I or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.
- 28. MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null and void. In addition, Lexington may declare a proposal that attempts to do so unresponsive and disqualified, in its sole discretion.
- 29. ASSIGNMENT:** The contractor shall not assign this contract without the prior written consent of Lexington.

30. OFFEROR/CONTRACTOR REMEDIES

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

32. APPLICABLE LAWS AND VENUE:

- a. Any contract resulting from this solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Rockbridge County General District or Circuit Court.
- b. The Contractor shall comply with all applicable federal, state and local laws.

32. CLAIMS PROCEDURE: Contractual claims must be submitted to the Lexington City Council in writing no later than ten (10) days after the time of occurrence or beginning of the work upon which the claim is based. The City Council will consider all facts provided to it in a format established by the City Council and render a decision within sixty (60) days of receipt of the claim. Failure to act by the City Council shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.

33. SEVERABILITY: In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract 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.

**SIGNATURE FORM FOR RFP
EXECUTIVE SEARCH SERVICES**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP for **EXECUTIVE SEARCH SERVICES**.

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, 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 City of Lexington 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 City of Lexington pertaining to any and all work or services to be performed as a result of this request and any resulting contract with City.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name _____

Address _____

FEIN

Phone

Email

Fax _____

ATTACHMENT A: GENERAL INFORMATION FORM

FULL LEGAL NAME (PRINT)(Company name as it appears with your Federal Taxpayer ID)		FEDERAL TAXPAYER NUMBER (ID#)	CONTRACTOR'S REGISTRATION
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
BILLING NAME (Company name as it appears on your invoice)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) each bidder or Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under title Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized.

Please complete the following:

A. _____ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is _____.

B. _____ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is _____.

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

Please attach additional sheets of paper if you need more space to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

