



CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR
EXECUTIVE SEARCH SERVICES
RFP NUMBER 10-01-02
OPENING DATE: JULY 23, 2009
OPENING TIME 2:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011, or from the City web site at www.roanokeva.gov/purchasing...Current Bid/RFP Request.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

Date of RFP: JULY 2, 2009

REQUEST FOR PROPOSAL (RFP)

RFP No. 10-01-02
Issue Date: JULY 2, 2009

Title: EXECUTIVE SEARCH SERVICES

Issued By: City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave., SW, Room 202 Roanoke, VA 24011-1517 Phone (540) 853-2871 FAX (540) 853-1513 Email: Sharon.gentry@roanokeva.gov	For: City of Roanoke Human Resources Division Noel C. Taylor Municipal Building 215 Church Ave., SW, Room 202 Roanoke, VA 24011 Phone (540) 853-xxxx FAX (540) 853-xxxx Email: keli.greer@roanokeva.gov
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Sealed proposals will be received on or before **2:00 P.M., July 23, 2009** for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m., July 16, 2009. If necessary, an addendum will be issued in the form of a facsimile and posted to the City web site at www.roanokeva.gov/purchasing ... Current Bid/RFP Requests.

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The City reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Name: _____
(Please Print)

_____ Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

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CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR
EXECUTIVE SEARCH SERVICES

RFP NO. 10-01-02

INTRODUCTION

The City of Roanoke, Virginia, is seeking competitive proposals from qualified Offerors to provide Executive Search Services in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 853-2871, or from the City web site at www.roanokeva.gov/purchasing...Current Bid/RFP Request.

Each Offeror shall have and provide evidence of a minimum of five (5) years experience.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on July 23, 2009 in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) original and ten (10) copies, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. The notation "**Executive Search Services**", **RFP No. 10-01-02** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package.

The City of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia, including the price or value of the benefits offered the City in the proposal. If an award of a contract is made,

notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal. The submitter of the proposal must give the City a notice of the request to withdraw within two (2) business days after the conclusion of the opening of the proposals, as set forth in Section 2.2-4330 (A) (i).

Inquires regarding this RFP should be directed to Keli Greer, Director of Human Resources at (540) 853-5811. Inquires for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Manager at (540) 853-2871.

This RFP consists of this Introduction, 10 numbered sections, and the attachments hereto.

If you download this RFP from the City website and intend to submit a proposal, you must notify Purchasing that you should be added to the list of entities having received a copy of the RFP and want to receive any addenda issued. The City is not responsible for any RFP obtained from any source other than the City, and may not accept proposals from those who download this RFP and fail to notify the City of their intent to submit a proposal. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513, or by email at purchasing@roanokeva.gov.

Respectfully,

Sharon T. Gentry C.P.M., VCO, CPPB
Purchasing Manager

Date: July 2, 2009

City of Roanoke, Virginia
Request for Proposal No. 10-01-02
Executive Search Services

SECTION 1. PURPOSE.

The City of Roanoke is currently seeking a qualified Offeror to assist the City in the selection of a City Manager in accordance with the terms, conditions, and specifications of this RFP.

The firm shall specialize in recruitment for municipal organizations, as defined in the Scope of Work, and/or have extensive executive-level personnel recruitment experience. To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Work section of this RFP, to organizations similar in size and complexity to the City.

SECTION 2. BACKGROUND.

Not Used.

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Purchasing Manager at (540) 853-2871.
- B. Prospective Offerors, sometimes referred to as providers or consultants are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.
 - 1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions.
3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP.
4. Experience in providing the services and/or items requested by this RFP.

Each Offeror shall have and provide evidence of a minimum of five (5) years of experience.
5. Price.

Prospective Offerors must submit the price such Offeror proposes to charge the City for providing the required services and/or items, including all fees and costs and how they are calculated,
6. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
7. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
8. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
9. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.
10. The conditions, if any, of the proposal.
11. Marketing and effectiveness of the firm.

Prospective Offerors should submit, at a minimum, a description of the marketing approach and promotions they intend to pursue to maximize revenues generated from the services or items requested in this RFP. Provide examples of any promotions or promotional materials.

- C. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contract, and any hardware or software elements in use, number of years in use and phone number.
- D. The proposal should be no more than 30 sheets (printing on back and front is acceptable) in length. Also include any other materials you may want to submit as part of your proposal response.
- E. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- F. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- G. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- H. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) 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 reason 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.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or

changes. The City Purchasing Division or its designee will issue Addenda. Addenda will be faxed or mailed to all who are listed as having received the RFP Package.

- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- N. Insurance Requirements.
Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

The following are the services and/or items that the successful Offeror will be required to provide to the City and should be addressed in each Offeror's proposal.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFP are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments to this RFP.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFP is subject to negotiations with the successful Offeror, and final approval by the City.

The firm shall specialize in recruitment for municipal organizations, as defined in the Scope of Work, and/or have extensive executive-level personnel recruitment experience. To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Work section of this RFP, to organizations similar in size and complexity to the City.

Specifically, the City of Roanoke is seeking the services of a qualified Offeror to provide the following services:

1. Assist the City to develop a job description, strategy and process for carrying out the recruitment of a City Manager, including outreach to encourage applicants from diverse backgrounds to apply.
2. Conduct two (2) public meetings in an effort to gather citizen input into the selection process.
3. Identify potential contacts and conduct personal outreach recruiting to include posting the position through national channels. Assist the City in preparing and placing advertisements for the position in appropriate industry job services.
4. Review resumes for background and qualifications followed by telephone and/or video interviews to clarify each applicant's experience and to prepare a written summary of 10 to 15 candidates with the most promising qualifications for the position.

5. Evaluate candidates for serious considerations (five to six candidates) 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.
6. Finalize and participate in a process with the City for interviews and coordinate candidates' participation in interviews.
7. Debrief with the City following interviews and identify additional candidates if necessary.
8. Verify selected candidates' educational background, and conduct criminal, financial, media and civil litigation checks.
9. In the event politically sensitive or potentially embarrassing issues arise from the candidate's background, conduct in-depth interviews with the principle parties to clarify the event and clearly present to the City a picture of the event.
10. Notify rejected applicants.
11. In the event that the selected candidate leaves employment with the City before a period of one year, an additional recruitment and selection process will be conducted at no cost to the City.

SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City's contract.
- E. The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Offeror's performance in comparable and/or similar projects.

- G. Whether the Offeror can provide the services in a prompt and timely fashion.

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4301 (3)(b) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City (through the City Council or City Council's designee) shall select the Offeror which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and two members of City Council will then evaluate all responsive proposals and conduct the negotiations. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Council, or the City Council's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.
- C. 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 selection committee and/or City Council. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the City and may or may not be conducted.

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP No. 10-01-02 contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

END

ATTACHMENT A
SAMPLE CONTRACT
RFP # 10-01-02
CONSULTANT FOR EXECUTIVE SEARCH SERVICES

This Contract, made at Roanoke, Virginia, is dated _____, by and between the City of Roanoke, Virginia (hereinafter referred to as the City), and _____, (Address of Successful Offeror), (hereinafter referred to as "Consultant"),

WITNESSETH:

For and in consideration of the benefits which will accrue to the parties hereto by virtue of this Contract and the respective covenants contained herein, IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

SECTION 1: WORK TO BE PERFORMED AND DOCUMENTS

Consultant shall provide the following professional services in accordance with the terms and conditions of the Request for Proposal No. 10-01-02, and this Contract:

- A. The Consultant shall commence, carry on, and complete the Scope of Work in a sound, economical, and efficient manner, in accordance with the provisions hereof and all applicable laws. In accomplishing the service, the Consultant shall take reasonable professional efforts to ensure that the work involved is properly coordinated with any related work being carried on by the City.
- B. The Consultant shall provide all the services, documents, and items contained herein. (to be developed with the Successful Offeror)

SECTION 2: CONTRACT AMOUNT

The City agrees to pay the Consultant for the complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, the Contract amount of _____, and charges for expenses used for the Work for each request from the City not to exceed _____ as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contract or by law, and the City retains the right to setoff as to any amounts of money the Contractor may owe the City.

SECTION 3: PAYMENT FOR CONSULTANT SERVICES

The City and Consultant agree that the City will only pay the Consultant for work completed and accepted by the City. The Consultant shall submit a request for payment not more than once each month. The City shall have the final decision with respect to the work completed. A written progress report detailing work completed, identified problems, and remaining work shall accompany may be request for each payment.

SECTION 4: TERM OF CONTRACT

The term of this contract will be until such time the City has successful candidates for all positions, at which time it shall be renewed for one additional one year period at the mutual agreement of the parties.

SECTION 5: SPECIAL PROVISIONS

- A. The City, at any time, may order Consultant to immediately stop work on this Contract, and/or by seven days written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Consultant shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), reports, deliverables, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Contract whether completed or in process (unless otherwise directed by the notice).
1. If the termination or stop work order is due to the failure of the Consultant to fulfill any of its Contract obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
 2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Consultant, the Consultant shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
 3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Consultant as it deems appropriate.
- B. If the documents called for by this Contract are completed in accordance with criteria and/or decisions made by the City and such documents are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation as mutually agreed upon between the City and Consultant for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the parties. The fee for the changes shall be due and payable when the revisions are approved by the City. If agreement cannot be reached between the parties for rendering such services, then the City can terminate the Contract without any liability of any type for any damages or compensation to the Consultant and the City will owe nothing further to the Consultant. However, if such changes or revisions are due in any way to the fault of the Consultant, the City can require the Consultant to perform the services required under this Contract and make such changes and revisions without any additional charges by the Consultant and pursue such other remedies available to the City under this Contract or by law, or any combination of such remedies as the City deems appropriate.

- C. By virtue of entering into this Contract the Consultant submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such a court according to the laws of the Commonwealth of Virginia.
- D. Consultant agrees that no payment, final or otherwise, nor partial or entire use, occupancy, or acceptance of the Project by the City shall be an acceptance of any professional services not in accordance with the Contract, nor shall the same relieve the Consultant of any responsibility for any errors or omissions in connection with the Project or operate to release the Consultant from any obligation under the Contract.
- E. During the performance of this Contract, the Consultant agrees as follows:
 - 1. The Consultant will not discriminate against any subcontractor, 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal employment opportunity employer.
 - 3. 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.
 - 4. The Consultant will include the provisions of the foregoing Subsections (1, 2, and 3) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- F. Consultant agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Consultant extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Consultant and does not bar the City from requiring the Consultant to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Consultant under this Contract or by law.
- G. If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall not be affected and all other terms and conditions of the Contract shall be valid and enforceable to the fullest extent permitted by law.

- H. (1) During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (2) For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a 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.
- I. Pursuant to Virginia Code Section 2.2 - 4343.1, be advised that the City of Roanoke does not discriminate against faith-based organizations.
- J. The Consultant agrees that Consultant will comply with the requirements of Section 2.2-4354 of the Va. Code regarding Consultant's payment to other entities and that Consultant will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Consultant by the City. The Consultant agrees that Consultant shall indemnify and hold the City harmless for any lawful claims resulting from failure of the Consultant to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Contract. In the event of such claims, the City may, after providing written notice to the Consultant, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Contract.
- K. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Consultant's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Consultant. A written decision upon any such claims will be made by the City Council or her designee (hereafter City Council) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Council. The Consultant may not institute legal action prior to receipt of the City's decision on the claim unless the City Council fails to render such decision within 120 days from submittal of its claim. The decision of the City Council shall be final and conclusive unless the Consultant within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Consultant being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Consultant's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Va. Code, has been established for contractual claims under this Contract.

L. This Contract constitutes the entire agreement between the Consultant and the City and may be amended only by written instrument signed by both the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals.

ATTEST/WITNESS:

NAME OF OFFEROR

By _____

Printed Name and Title

Printed Name and Title

(SEAL)

ATTEST/WITNESS:

CITY OF ROANOKE, VIRGINIA

By _____

Printed Name and Title

Printed Name and Title

Appropriation and Funds Required
for this Contract Certified

Director/Deputy Director of Finance

Date: _____

Account #: _____

Approved as to form:

City Attorney/Assistant City Attorney

Approved as to execution:

City Attorney/Assistant City Attorney