REQUEST FOR QUOTATIONS
(RFQ)

Issue Date: December 19, 2022

RFQ# 23-56

Title: Executive Search Firm Service Contract

Issuing Agency: City of Charlottesville

Using Department/Division And/Or Location: Charlottesville City Council

Where Work Will Be Performed: City of Charlottesville (Office of Clerk of Council)

Contract Term: From date of ratified contract through completion of assignment.

All Inquiries Regarding this Solicitation Should Be Directed To:
Procurement Manager Vernice Grooms, CPPB, VCO, VCA
Phone: 434-970-3860
Email: purchasing@charlottesville.gov

Quotations may be mailed, hand delivered or emailed. EMAIL IS THE PREFERRED METHOD OF DELIVERY.
Deadline for City’s Receipt of Quotes: January 14, 2023 Quotations received after the time designated for receipt will not be considered.

IF QUOTATIONS ARE EMAILED, EMAIL TO (in order to be received by City Council on January 14, 2023, email must arrive prior to 11:59 that same date, addressed to): thomaskn@charlottesville.gov

IF QUOTATIONS ARE HAND DELIVERED OR MAILED, SEND TO ADDRESS SHOWN BELOW (in order to be received by City Council on January 14, 2023, hand-deliveries or U.S. mail must arrive prior to 5:00 p.m. EST on that same date, at):

City of Charlottesville
Office of the Clerk of City Council
Attention: Kyna Thomas
605 East Main Street, Second Floor (deliveries)
P.O. Box 911 (U.S. Mail)
Charlottesville, Virginia, 22902

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a Firm or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
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Be advised that some of the content in the associated pages may not be posted in an accessible format for screen readers due to the length, complexity and technical nature; however, accommodations will be made upon request by calling 434-970-3860 or submitting an email request to purchasing@charlottesville.gov.
I. PURPOSE: The City of Charlottesville is soliciting quotes from qualified, professional executive recruitment firms to assist the Charlottesville City Council in the selection of a new City Manager.

II. COMPETITION INTENDED: It is the City’s intent that this Request for Quotation (RFQ) permits competition. It shall be the offeror’s responsibility to give written notice to the Procurement Manager in writing, if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be received by the Procurement Manager at least five (5) days prior to the Deadline for Receipt of Quotes.

III. MINORITY BUSINESS PROGRAM: As part of the City of Charlottesville’s Minority Business Program, the City of Charlottesville encourages the participation of small, women, minority, veteran and micro-owned businesses (SWaM-O) in the City’s procurement transactions. In order to support and build up the capacity of SWaM-O businesses, City Council and staff have taken steps to push forward policy changes and initiatives to help reduce barriers to doing business with the City. To find out more about the current City of Charlottesville initiatives and programs, please visit the Minority Business Program website at https://www.charlottesville.gov/718/Minority-Business-Program.

IV. SCOPE OF CONTRACT/ SERVICES:

Award of a contract will be made to the Firm that, in the City Council’s judgment, offers the best overall combination of demonstrated experience, quality, price and various elements of the required services that in total are optimal relative to the City’s needs. The Charlottesville City Council may wish to interview two or more Firms who submit quotes; if so, those Firms will be contacted following receipt of their Quotes. Each Quote submitted to the City should provide details about the firm’s recent experience specifically with recruiting professional managers for municipalities, including municipalities with the council-manager form of government, and should provide a description of the city or county manager recruitments conducted within recent years, with a brief description of the demographics of those jurisdictions. The City seeks the written Quote should demonstrate a strong record of municipal government experience, specifically in the recruitment of a City or County Manager for urban jurisdictions.

The City of Charlottesville, Virginia operates under a Council-Manager form of government. The City Manager is appointed by and reports to City Council. Under the City Charter, the City Manager is the chief administrative officer of the City and has responsibility for the general supervision and control of all officers and employees within the City government, other than the Clerk of City Council. The City of Charlottesville municipal government offers a full range of municipal services. These services include public safety (police, Fire/EMS and sheriff’s office), a police civilian oversight board, parks and recreation, water, sewer and gas utilities, maintenance of a public street system, community development and housing, code enforcement, social and human services.

The Firm selected for this contract will be required to provide services consisting of, but not necessarily limited to, the following, and the written Quote should provide pricing for the full range of these services. If your Firm cannot or would not provide any of the listed services, your Quote should specifically identify the category(ies) of services that your Firm cannot provide:

(i) assist the City Council in determining the most appropriate process to be used to select a new City Manager, including the extent to which the general public and staff may be involved in the selection process;

(ii) assist the City Council with the development of a candidate profile which outlines the desired skills and qualifications that the new City Manager should possess, to be utilized by the Firm in recruiting and presenting proposed finalists to the City Council;

(iii) develop recruitment materials and solicitations that describe the City Manager position, the City organization, and the community;

(iv) conduct a broad and thorough recruitment in consideration of diversity, equity and inclusion, utilizing professional publications and other current advertising methods. Post the position through national channels;

(v) Identify and source potential candidates for the position and conduct personal outreach recruiting;

(vi) acknowledge receipt of application materials from candidates. Review and screen applications for background, credentials, and experience; develop interview questions for and follow-up with telephone interviews to clarify candidate’s experience;

(vii) assist the City Council in the evaluation and selection of three to five candidates as proposed finalists;

(viii) conduct background checks on the proposed finalists (including verification of educational credentials, verification of work history and achievements/awards, and vetting of information available within public records (courts, newspaper and television reports, on social media), and conduct at least two initial professional
reference checks on the proposed finalists, prior to submitting the proposed finalists to City Council. Provide City Council a report of the background and professional reference checks, as to each proposed finalist, prior to any public announcement of finalist candidates;

(ix) assist the City Council in the development of interview questions and other techniques to evaluate candidates. Coordinate the final on-site selection process, including the scheduling of interviews and other activities, such as travel and lodging arrangements, in coordination with the Clerk of City Council;

(x) provide notification to all candidates not selected as finalists for the position;

(xi) perform an additional one-time search for a replacement City Manager (“supplemental search”), at no additional cost to the City, if, for any reason whatsoever the original City Manager candidate proposed by the Firm and hired by City Council separates from employment with the City within one year of their start date.

Timeline:

- January 14, 2023: Quotes must be received by the City
- January 17, 2023: Review of Quotes by City Council
- February 6, 2023: Initial consultation with City Council to Begin Work; additional consultations, as needed, may be conducted at regular meetings of City Council (first and third Monday evenings each calendar month) or at special meetings scheduled, as necessary
- April 14, 2023: Proposed finalists due to City Council for consideration

V. GENERAL TERMS AND CONDITIONS: the following standard general terms and conditions have been established by the City. Every contract awarded as a result of this solicitation shall be subject to these standard general terms and conditions unless, at the time a final contract is executed, the City, with the concurrent of the City Attorney’s Office, determines that any specific term or condition does not apply to the goods or services that are the subject of the contract. A Firm submitting a quote in response to this solicitation shall identify any of these terms and conditions that it would be unwilling or unable to meet, if applicable to the goods or services being solicited.

A. ANTI-DISCRIMINATION: By submitting their quotes, Firms certify to the City 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 Virginias with Disabilities Act, the Americans with Disabilities Act and Code of Virginia §2.2-4311, §2.2-4311.2, and §2.2-4312. 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 recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, 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 and Code of the City of Charlottesville Chapter 2, Article XV, § 2-431).

Every contract over $10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:

   a. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, disability, or any other basis prohibited by 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, shall state that it 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 of this section

   d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over $10,000, so that the provision will be binding upon each subcontractor or vendor.

B. ANTI-DISCRIMINATION OF CONTRACTORS: A Firm offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, disability, or, any other basis prohibited by state law relating to discrimination in employment or because the Firm or offeror employs ex-offenders unless the City 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.

C. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.

D. ANTITRUST: By entering into a contract, a contractor conveys, sells, assigns, and transfers to the City of Charlottesville 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 City of Charlottesville under said contract.

E. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville, Virginia.

F. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

G. AVAILABILITY OF FUNDS: The City’s obligation under a contract awarded as a result of this procurement transaction shall be and are hereby made expressly contingent upon the availability and appropriation of public funds to support the City’s performance thereof.

H. AWARD OF CONTRACT: Award of a contract will be made to the Firm that, in the City Council’s judgment, offers the best overall combination of demonstrated experience, quality, price and various elements of the required services that in total are optimal relative to the City’s needs.

I. RECEIPT OF QUOTES BY DEADLINE: It is the responsibility of each firm to ensure timely and correct delivery of its quote; the City is not responsible for quotes sent to incorrect addresses or for quotes received after the specified deadline for submission.

J. VALIDITY OF QUOTES: Each quote submitted must contain terms that will be and remain valid for a period of at least sixty (60) days from the deadline set for receipt of quotes.

K. QUOTES ARE PUBLIC RECORDS: Quotes are a matter of public record and are available upon request.

L. QUOTE PRICE CURRENCY: Unless stated otherwise in the solicitation, Firms shall state prices quoted to the City in U.S. dollars.

M. BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The City’s SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to submission of quotes; however, purchase orders cannot be issued and payment to vendors cannot be processed to any non-registered vendor. Go to https://www.charlottesville.gov/purchasing.

N. CHANGES TO THE CONTRACT: Changes can be made to a contract awarded as a result of this quote process in any of the following ways per the requirements of the City’s Internal Contracts Management Policy:
a. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties in writing. No fixed price contract may be increased by more than ten percent (10%) or $25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its quote or offer).

b. The City may order changes within the general scope of the services described in this solicitation at any time by written notice to the contractor. Changes within the scope of services include, but are not limited to, things such as level of detail of 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 City 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 City’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 City with all vouchers and records of expenses incurred and savings realized. The City 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 City within thirty (30) days from the date of receipt of the written order from the City. 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. 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 City or with the performance of the contract generally.

O. CLARIFICATION OF TERMS: The City will assume no responsibility for oral instructions, suggestion or interpretation of this RFQ. Any question regarding the solicitation documents and/or specifications shall be directed to the issuing agency designated on page 1 and any material change will be submitted to all Firms through issuance of an addendum. Any questions related to this RFQ MUST be submitted to the city staff listed on page 1 no fewer than five (5) work days prior to the date set by this RFQ for receipt of quotes by the City. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Firms without causing an unacceptable delay in the process.

P. CONTRACTOR’S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor’s quote. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any requirement(s) of this RFQ, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Code of Virginia, Virginia Public Procurement Act or the Charlottesville City Code, or (iv) that would, in the City’s sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City’s needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.

Q. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual
employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the City of Charlottesville.

R. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor’s intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City’s Procurement and Risk Management Services Division. Contractual disputes shall also be subject to the provisions of the Code of Virginia §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions. Resolution of a claim by the City or its administrative appeals panel shall not relieve a Contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.

S. DEBARMENT STATUS: By participating in this procurement, Firms certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority from submitting quotes or proposals on contracts for the type of goods and/or services covered by this solicitation. Firms further certify that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently so debarred. If a quote is created or used for the purpose of circumventing a debarment decision against another firm, the non-debarred firm will be debarred for the same time period as the debarred Firm.

T. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 that the City may have.

U. DRUG-FREE WORKPLACE CLAUSE: Applicable for all contracts over $10,000. During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor’s employees; (ii) to 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; and (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. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees 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.

V. ERROR IN EXTENSION OF PRICES: In the case of an error in the extension of prices, the unit price shall govern.

W. ETHICS IN PUBLIC CONTRACTING: Per the Code of Virginia §2.2-4367, by submitting a quote, the Firm certifies that the contents of their quote are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other firm, supplier, manufacturer or subcontractor in connection with their quote, 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.

X. EXTRA CHARGES NOT ALLOWED: Firms will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of quotes.

Y. HEADINGS: Section, article and paragraph headings contained within this Request for Quote have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Quote.

Z. IDLING REDUCTION REQUIREMENT: Firms are required to comply with the City of Charlottesville’s Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy can be made
available to any Firm by submitting an email request to purchasing@charlottesville.gov.

AA. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable to all contracts over $10,000. By entering into a written contract with the City of Charlottesville, the Firm certifies that the Firm does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

BB. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business on the date and time set by this solicitation for receipt of quotes, then quotes will be accepted on the next scheduled business day up to the time of day specified on the original date specified for receipt of quotes.

CC. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, loss or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor’s subcontractors, agents or employees in the performance of Contractor’s or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

DD. INSPECTION OF JOB SITE: The Firm is responsible for thorough examination of the documents and the project site prior to responding to the solicitation.

EE. INSURANCE: By signing and submitting a quote in response to this solicitation, the Firm certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Firm’s performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Firm or for whose acts it may be liable:

a. 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 City 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. This policy shall specifically list Virginia as a covered state.

b. Employer’s Liability - $100,000. This policy shall specifically list Virginia as a covered state.

c. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.

d. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be operated or driven on city property while under contract.)

   1. Companies relying on use of employees’ personal vehicles must provide proof of “non-owned” or “for-hire” automobile liability coverage.

   All insurance coverage:

   1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A- VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
   2. shall be kept in force throughout performance of services;
   3. shall be an occurrence based policy;
   4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the Firm’s policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Firm shall (i) have all required insurance coverage in effect; (ii) the Firm shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. (See Attachment A for a Sample C.O.I. and Guide to the Acord Form). The Firm shall be responsible that such coverage evidenced thereby should not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Firm shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Firm shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Firm shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Firm or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Firm of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Firm fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier’s denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier’s refusal to defend any named insured.

Waiver Of Subrogation: The Firm agrees to release and discharge the City of and from all liability to the Firm and to anyone claiming by, through or under the Firm by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained within this RFQ shall effect, or shall be deemed to affect, a waiver of the City’s sovereign immunity under law. No contract awarded as a result of this procurement transaction shall contain any provisions requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

Right to Revise or Reject: The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

FF. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR RFQs: Failure to submit a quote on the official City form provided for that purpose shall be a cause for rejection of the quote. Modification of or additions to any portion of the Request for Quote may be cause for rejection of the quote; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a quote as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the Firm withdraw or modify nonresponsive portions of a quote, which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

GG. NEW EQUIPMENT: Unless otherwise noted any equipment quote shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this quote.
HH. OSHA STANDARDS: All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. In addition, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor’s performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

JJ. PAYMENT:

a. To Prime Contractor:

1. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the require payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.

4. 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 city department is being billed.

5. 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 City shall promptly notify the contractor, in writing, as to those charges that 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 any city department of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia§ 2.2-4363-4364).

b. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the City and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b. 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 City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. 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 City.

KK. PERMITS AND FEES: All quotes submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville and the Commonwealth of Virginia. The Firm must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

LL. 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 CITY 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.

MM. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City’s procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Code of Virginia §2.2-3700 et seq). Any Firm upon request, shall be afforded the opportunity to inspect quote records within a reasonable time after the opening of all quotes but prior to award, except in the event the City decides not to accept any of the quotes and to reopen the contract. Otherwise, quote records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a Firm in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the Firm (i) invokes the protections of the Code of Virginia §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor’s entire quote submission as being “confidential” shall not be sufficient to invoke the protections referenced above.

NN. QUALIFICATIONS OF FIRMS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Firm to perform the services/furnish the goods and the shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect Firm’s physical facilities prior to award to satisfy questions regarding the Firm’s capabilities. The City further reserves the right to reject any quote if the evidence submitted by, or investigations of, such Firm fails to satisfy the City that such Firm is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

OO. RIGHT TO ACCEPT OR REJECT QUOTES: The City reserves the right to accept or reject any or all quotes in whole or in part and to waive any informality in the quote. Informality shall be defined as a minor defect or variation from the exact requirements, which does not affect the price, quality, quantity or delivery schedule.

PP. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor’s employees or other persons within Contractor’s control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature on the submitted quote, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
Contractor hereby acknowledges that, pursuant to the Code of Virginia §22.1-296., any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

QQ. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service-disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Firms are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.

RR. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to the Code of Virginia §2.2-4311.2 subsection B, a Firm organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its quote or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Firm 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 or as otherwise required by law is required to include in its quote a statement describing why the Firm is not required to be so authorized. Any business entity described above that enters into a contract with a public body pursuant to the Code of Virginia, 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 by 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 a contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Link to the Virginia State Corporation Commission site: http://www.scc.virginia.gov/.

SS. TAXES: Include only taxes applicable to the project in this quote. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City’s tax-exempt status will be furnished by the City of Charlottesville upon request.

TT. TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

UU. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their quotes/proposals, all Firms certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VV. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Firms to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Firm is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a quote nonresponsive. Unless the Firm clearly indicates in its quote that the product offered is an equal product, such quote, proposal will be considered to offer the brand name product referenced in the solicitation.

WW. The requirements of this RFQ shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.
VI. SPECIAL TERMS AND CONDITIONS:

A. AMERICANS WITH DISABILITIES ACT COMPLIANCE: If the City requests a formal report or work product, the Contractor is required to deliver the report to comply with the Americans with Disabilities Act (ADA) and, as may be applicable, the Rehabilitation Act of 1973. The formal report shall be provided in a .PDF; HTML or other text-based format in which optical character recognition is provided, and in which any photographs, images, diagrams, maps, etc. are marked by adequate “alt tags” and “long description tags,” to the end that the contents of the report will be readable by a screen reader for the sight impaired.

B. CANCELLATION OF CONTRACT/TERMINATION: The City may terminate any agreement resulting from this solicitation at any time, for its convenience, upon sixty (60) days’ advance written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.

C. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and the City’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of any breach or suspected breach in the security of such information. Contractors shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

VII. ATTACHMENTS:

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<thead>
<tr>
<th>ATTACHMENT A</th>
<th>SAMPLE COI AND GUIDE TO THE ACCORD FORM</th>
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<tr>
<td>ATTACHMENT B</td>
<td>SIGNATURE SHEET</td>
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<tr>
<td>ATTACHMENT C</td>
<td>SMALL, WOMEN, MINORITY, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS AND VETERAN-OWNED BUSINESS OBJECTIVES</td>
</tr>
</tbody>
</table>
Explanation: The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only. Firms are not required to submit a C.O.I or Endorsement(s) with their quote response. Prior to performance of any services or delivery of goods, the Firm shall (i) have all required insurance coverage in effect; (ii) the Firm shall deliver to the City certificates of insurance for all lines of coverage. The Firm shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Firm shall deliver to the City Endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured".
SIGNATURE SHEET

RFQ#: 23-56

Title: EXECUTIVE SEARCH FIRM SERVICE CONTRACT

In Compliance With This Request for Quotations And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated above.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name And Address Of Firm:
_____________________________________________
DBA_________________________________________
Email Address: ________________________________
_____________________________________________
Date: ____________________
By: ________________________
(Signature In Ink)
Name: ______________________
(Please Print)
Title: ______________________
I have the authority to bind the corporation.

__________________________Zip Code:___________ Telephone Number: (___)________________________
Fax Number: (___) ____________________________
SMALL-, WOMEN-, MINORITY-, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS, AND VETERAN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City of Charlottesville to promote the economic enhancement of small businesses (SBE) and micro businesses (O), women-owned businesses (WBE), minority-owned businesses (MBE), employment services organization (ESO) and veteran-owned businesses (VBE). The success of the City to track the amount of business received by SBE, WBE, MBE and VBE businesses, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with us in this important endeavor.

If you anticipate sub-contracting to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on Firms to assure that SBE, O, WBE, MBE, ESO and VBE businesses receive benefits from City contracts.

Complete the following information, and return this form with your quote.

1. If you are a SBE, O, WBE, MBE, ESO or VBE, please check one or more of the following boxes:
   
   SBE, O, WBE, MBE, ESO, or VBE

   Certification #: _____________________     Expiration Date: __________________

   If certified by other than the Virginia Department of Small Business and Supplier Diversity provide the name and contact information, including phone number and website of certifying agency:

   _______________________________________________________________________
   _______________________________________________________________________

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your company. If you do not intend to sub-contract any work to others, even if you are a SBE, O, WBE, MBE, ESO or VBE, put zeros in the spaces below.

   Total SBE Dollars to be Sub-contracted $ ______________________
   Total O Dollars to be Sub-contracted $ ______________________
   Total WBE Dollars to be Sub-contracted $ ______________________
   Total MBE Dollars to be Sub-contracted $ ______________________
   Total ESO Dollars to be Sub-contracted $ ______________________
   Total VBE Dollars to be Sub-contracted $ ______________________

3. If you are not a SBE, O, WBE, MBE, ESO or VBE, and you do not plan to utilize such firms in this contract, please state your reasons:

   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________

I certify the accuracy of this information.

Signed: ____________________________________ Title: ________________________________ Date: _______________