

CONTRACT FOR EXECUTIVE SEARCH SERVICES

THIS CONTRACT is entered into this 7 day of October, 2020, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and BAKER TILLY US, LLP (formerly Baker Tilly Virchow Krause, LLP), an Illinois limited liability partnership ("CONTRACTOR").

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the Executive Search Services as provided by the following enumerated Specifications and Documents ("Contract Documents"), attached and made a part of this Contract described in the Request for Qualifications referenced below:

- a. This Contract
- b. Addendum No. 1 issued March 28, 2019
- c. City of Gainesville Request for Qualifications RFQ No. HRDX-190032-GD issued March 13, 2019
- d. Baker Tilly Virchow Krause, LLP Proposal dated April 8, 2019

In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The Contract shall commence upon execution and shall continue for a period of three (3) years, unless earlier terminated in accordance with paragraph 12, below. However, the parties may agree to extend the term of this Contract for three (3) additional one-year periods.

3. This Contract provides for the performance of Executive Search Services authorized by the CITY. The specific scope of services to be provided by CONTRACTOR for individual projects will be mutually agreed to by the parties in separate Task Assignments or Purchase Orders. All related Task Assignments and Purchase Orders will become part of this Contract. Services performed at the CITY's request beyond those identified in the Task Assignment shall constitute a change of scope which will be documented by a Change Order to be approved in writing by both parties before services are performed. In the event that the CITY is not satisfied with the candidates presented, or that no candidate from the initial recruitment enters into a service relationship with the CITY, the CONTRACTOR will continue to search for candidates and will perform all above-referenced services as needed to select and place a candidate, that is acceptable to the CITY, into service, until this Contract terminates and for no additional compensation to the CONTRACTOR, and only reimbursement of the CONTRACTOR's out-of-pocket expenses, not to exceed \$2,500.00.

4. Nothing in this Contract shall be construed to prohibit the CITY from awarding, authorizing, or directing work to be performed, whether identified in this Agreement or otherwise, to firms other than CONTRACTOR.

5. CONTRACTOR shall staff the projects with the team members identified in its Proposal as well as such other qualified individuals at CONTRACTOR's own expense as required to carry out and perform the Scope of Services of this Contract; in the event any such personnel discontinue employment with CONTRACTOR, CONTRACTOR shall promptly replace such personnel on CONTRACTOR's project team with individuals approved by CITY, in writing, which approval will not be unreasonably withheld. CONTRACTOR's project team members shall not be employees of or have any personal fiscal relationship with any employees or officials of the CITY. Failure of CONTRACTOR for any reason to staff projects under this Contract with qualified personnel to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

CONTRACTOR shall perform all the services, and none of the work or services under this Contract shall be subcontracted without prior written approval of the CITY.

The CITY, for any reason, may request the removal of an individual from CONTRACTOR's project team. Any changes in personnel require mutual written consent of the parties.

6. TASK ASSIGNMENTS (Work Orders).

a. Task Assignments (for projects over \$25,000). All services to be performed having an amount greater than \$25,000 shall be authorized and performed in accordance with a written and jointly executed Task Assignment for each project for which services are requested. The Task Assignment shall reference this Contract and the terms of the Task Assignment shall supersede to the extent of any conflict with the Contract. A sample format for the Task Assignment is included as **Exhibit A**, attached hereto and incorporated. Each Task Assignment shall consist of the scope of work to be performed by CONTRACTOR, project schedule, deliverables, any specific provisions and the signatures of authorized representatives of the CITY and CONTRACTOR agreeing to the provisions of the Task Assignment. The CITY will assign projects based upon CONTRACTOR's experience in a given area, ability to meet the time constraints of a given project and/or CONTRACTOR's current workload.

b. Purchase Orders (for projects of \$25,000 or less). Services to be performed having an amount of less than or equal to \$25,000 may be authorized by the CITY with a Purchase Order, which shall reference this Contract and the terms of this Contract shall supersede any conflicting terms contained within said Purchase Order. The CONTRACTOR will prepare a letter proposal that itemizes the major scope tasks and fee.

Upon request by the CITY, CONTRACTOR shall submit to the CITY Project Manager a written proposal, which shall include as appropriate, completion dates, estimated fees and expenses, deliverables and the specific tasks necessary to accomplish the particular project objective. The CITY shall then incorporate the proposal into a Task Assignment to be signed and executed by the parties. The proposal may be submitted to the CITY in Task Assignment format.

7. The CITY shall have the right to increase or the scope of the services of CONTRACTOR hereunder at any time and for any reason, upon written notice to CONTRACTOR specifying the nature and extent of such

reduction or increases. In the event of an addition to the scope of the services, CONTRACTOR shall be fully compensated for additional work as agreed upon by the CITY and CONTRACTOR. In the event of a reduction to the scope of services, CONTRACTOR shall be fully compensated for the work already performed, including payment of all necessary contract fee amounts due and payable hereunder prior to the receipt of written notification of such reduction in scope and shall be compensated for the work remaining to be done, as determined by the CITY. The work of revising documents as a result of reduction in scope of the project shall be compensated for as a change as provided in this Contract.

8. Time is of the essence. CONTRACTOR shall complete all assigned projects in accordance with the time of performance specified in the Task Assignment or change thereto.

9. Neither Party shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, including without limitation, hurricanes; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the CITY or CONTRACTOR under this Contract (except for the CONTRACTOR's license and authorizations to do business). Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. In such event, the CONTRACTOR's contract price and schedule shall be equitably adjusted, if impacted.

10. Compensation to CONTRACTOR for services performed shall be based on the rates in CONTRACTOR's Proposal to the RFQ #HRDX-190032-GD, dated March 13, 2019. The parties, based upon such rates, may agree to payment for services on a lump sum or "not to exceed" basis. The CITY shall pay the CONTRACTOR upon verified invoice within 45 days of receipt, as may be further specified in the Task Assignment or Purchase Order.

11. Except as otherwise provided herein, reports and other deliverables which CONTRACTOR prepares and delivers to the CITY pursuant to this Contract shall become the property of the CITY when CONTRACTOR has been compensated for services rendered. With the exception of work product developed in whole or in part by the CITY, nothing contained in this paragraph shall be construed as limiting or depriving CONTRACTOR from its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Contract.

12. Termination.

a. Termination for Convenience. CITY shall have the right to terminate the Contract, in whole or in part, without cause, upon ten (10) calendar days' written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against CITY shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against CITY. Termination of the Contract or a portion thereof shall neither relieve the CONTRACTOR of its responsibilities for the completed work nor shall it relieve its surety of its obligation for and concerning any just claim arising out of the work performed.

b. Termination for Default. CITY shall have the right to terminate the Contract, in whole or part, if CONTRACTOR fails to observe or perform or is guilty of a substantial violation of any provision of the Contract, after serving at least ten (10) calendar days' written notice to CONTRACTOR of CITY's intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract. If, after default under this subsection, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that CITY is not entitled to the remedies against CONTRACTOR provided herein, then CONTRACTOR's remedies against CITY shall be the same as and limited to those afforded CONTRACTOR pursuant to the subsection title Termination for Convenience which appears above.

13. CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents. CONTRACTOR understands and agrees that as an independent contractor, CONTRACTOR and its officers, agents and employees are not entitled to any wages or benefits due to CITY employees.

14. CONTRACTOR shall maintain the following insurance throughout the term of this Contract. CONTRACTOR shall furnish the CITY a certificate of insurance in a form acceptable to the CITY, which gives the CITY 30 days written notice (except the CITY will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Professional Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage). The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

15. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of laws provisions. In the event of any legal action under this Agreement, venue shall be in Alachua County, Florida for any State court action and Gainesville, Florida for any federal court action.

16. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:

a. Keep and maintain public records required by the CITY to perform the service.

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

d. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LISA JEFFERSON, (352) 334-5010, JEFFERSONLL@CITYOFGAINESVILLE.ORG, P.O. BOX 490 MAIL STATION 20, GAINESVILLE, FL 32627.

17. Any notice required under this Contract shall be addressed as follows and delivered via US Post or express mail:

CITY
City of Gainesville
PO Box 490, Station 20
Gainesville, FL 32627
Attn: Lisa Jefferson

CONTRACTOR
Baker Tilly US, LLP
14285 Midway Road, Suite 340
Addison, TX 75001
Attn: Art Davis

18. Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

19. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Contract.

20. If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

21. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties. Any modification to the Contract shall only become effective on signed written agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written.

CITY OF GAINESVILLE



Signature
Lee Feldman

Printed Name
City Manager

Title
Oct 7, 2020

Date

BAKER TILLY US, LLP



Charles A Rohre (Oct 6, 2020 16:49 CDT)

Signature
Charles A Rohre

Printed Name
Firm Director

Title
Oct 6, 2020

Date

Approved as to Form and Legality



David C. Schwartz (Oct 7, 2020 15:28 EDT)

City Attorney

City of Gainesville
Task Assignment for Executive Search Services
Contract #HRDX-190032-GD

TASK ASSIGNMENT NO. _____, with _____ for **Executive Search Services**.

TITLE: (XXXXXX)

THIS TASK ASSIGNMENT entered into on the _____ day of _____, 202_ describes services to be performed in accordance with the Contract for Executive Search Services, Contract No. _____, dated _____, 202_.

CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: CONTRACTOR shall provide executive search services pursuant to the terms and conditions in the following documents:

- This Task Assignment
- Contract for Executive Search Services, dated _____, 202_.
- Baker Tilly US, LLP's Proposal dated _____, 202_.

In the event of conflict or inconsistency between the foregoing documents, the order of precedence for interpretation shall be the order in which the documents are listed above.

BACKGROUND: (XXXXXXXX)

PURPOSE: (XXXXXXXX)

1.0 **SCOPE OF PROJECT.**

2.0 **PROJECT SCHEDULE.**

3.0 **MEETINGS AND PROJECT MANAGEMENT.**

4.0 **DELIVERABLES.**

In the event that the CITY is not satisfied with the candidates presented, or that no candidate from the initial recruitment enters into a service relationship with the CITY, the CONTRACTOR will continue to search for candidates and will perform all above-referenced services as needed to select and place a candidate, that is acceptable to the CITY, into service, until this Contract terminates and for no additional compensation to the CONTRACTOR, and only reimbursement of the CONTRACTOR's out-of-pocket expenses, not to exceed \$2,500.00.

5.0 **SPECIFIC CITY STAFF RESPONSIBILITIES.**

6.0 **COMPENSATION.** *(must be based on the hourly rates in the Contract for Executive Search Services as proposed in the submittal for RFP#HRDX-190032-GD)*

7.0 **SPECIAL PROVISIONS.** The Project Manager for the City will be _____.

and the Project Manager for CONTRACTOR will be:

(add any other special provisions)

IN WITNESS WHEREOF, the parties hereto have executed this Task Assignment on the day first above written.

CITY OF GAINESVILLE

BAKER TILLY US, LLP

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Approved as to Form and Legality

City Attorney

Gainesville.
Citizen centered
People empowered

ADDENDUM NO. 1

Date: March 28, 2019

Bid Date: April 10, 2018
at 3:00 P.M. (Local Time)

RFQ Name: Executive Search Services

Bid No.: HRDX-190032-GD

NOTE: The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), April 3, 2019. Questions may be submitted as follows:

Email: dykemangb@cityofgainesville.org

Subject: Questions – RFQ HRDX-190032-GD

2. Please find attached:

- a. Copy of the black out period (Cone of Silence) information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during non-mandatory pre-bid meeting.
- b. Copy of the pre-bid sign-in sheet for your information.

3. Gayle Dykeman, Procurement Division, discussed bid requirements.

- a. This was a call in non-mandatory pre-bid conference. Attendees were registered via phone by Gayle Dykeman.
- b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on April 10, 2019. Any bids received after 3:00 p.m. on that date will not be accepted.
- c. Question must be submitted in writing, via email, to dykemangb@cityofgainesville.org and are due by 3:00pm April 3, 2019.
 - i. All communication must be through Gayle Dykeman only. Do not communicate with other City staff.
- d. Sign, date and return all Addenda
- e. Discussed that bid form must be signed
- f. Discussed minimum requirements, page 3 of the RFQ package
- g. Discussed Scope and Requested Services, page 2 of the RFQ package
- h. Proposal Response Requirements commence on page 19. All required forms are marked as such at the top of the form.

4. Audrey Gainey, Talent Acquisition Manager, discussed the scope of the project, reviewing the information indicated in the RFQ. The RFQ is for Executive Level Searches for high level opportunities in the City of Gainesville. It is expected that the searches will be nationwide and embrace diversity. The searches will be conducted for both General Government and Gainesville Regional Utilities, which may have some very specific utility-based employment needs. While for the most part, the searches are expected to be 'standard', the City is also looking for innovative tools and techniques for recruiting.

The following are answers/clarifications to questions received at the pre-bid conference.

5. Question: How many executive searches do you anticipate to occur over the course of the three year initial contract?
Answer: This number is undetermined. Firms will be engaged as vacancies occur. We do anticipate; however, having three (3) openings this calendar year.
6. Question: How many executive searches currently occur each year?
Answer: This number fluctuates based on turnover; however, in the last three years we have engage firms to assist with eight (8) Executive level searches.
7. Question: Would the City actively recruit while it has also engaged an Executive Search firm for the same position?
Answer: The City will post the open position on its employment opportunities page, but refers all interested applicants to the Executive Search Firm.
8. Question: Is there one winner?
Answer: We are looking to have at least three (3) firms with a variety of market expertise. Decisions will be made based on the diversity of expertise made available through the responding firms.
9. Question: When was the last time the City went out to bid in order to acquire Executive Search Firms?
Answer: A very long time ago. Not in recent memory.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Baker Tilly Virchow Krause, LLP

BY: Chuck Rohre ^{Sup}

DATE: April 8, 2019

Gainesville.
Citizen centered
People empowered

Issue Date: March 13, 2019

Non-Mandatory Pre-Proposal Meeting:
Wednesday, March 27, 2019 @ 11:30 a.m. ET
at 200 E University Ave, Room 332
Gainesville, Florida
Call in: (605) 313-4185
Access code: 149150#

Bid Due Date: Wednesday, April 10, 2019 @ 3:00 p.m. local time

REQUEST FOR QUALIFICATIONS

RFQ NO. HRDX-190032-GD

Executive Search Services

Procurement Representative:
Gayle Dykeman, Procurement Specialist 3
Procurement Division
Phone: (352) 334-5021
Fax: (352) 334-3163
Email: dykemangb@cityofgainesville.org

City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

Table of Contents

SECTION I – OVERVIEW AND PROCEDURES	2
A. INTRODUCTION/BACKGROUND	2
B. REQUEST FOR QUALIFICATIONS TIME TABLE	2
C. SCOPE AND REQUESTED SERVICES	2
D. CONSULTANT QUALIFICATIONS	3
E. NON-MANDATORY PRE-PROPOSAL CONFERENCE	4
F. CONTACT BETWEEN SUBMITTER AND CITY	4
G. BLACK OUT PERIOD	4
H. ADDITIONAL INFORMATION/ADDENDA	5
I. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS	5
J. CITY OFFICE FOR SUBMISSION OF QUALIFICATION	5
K. CITY SELECTION PROCEDURES	5
L. CITY RESPONSIBILITY	6
M. CONDITIONS ESTABLISHED BY THE CITY OF GAINESVILLE	6
N. SUBMITTER’S COST TO DEVELOP SUBMITTAL	6
O. RULES; REGULATIONS; LICENSING REQUIREMENT	6
P. USE OF RFQ REPLY IDEAS	6
Q. NOTICE OF INTENT NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS	6
R. NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT	6
S. STATEMENT OF QUALIFICATIONS FORMAT	7
T. CONFIDENTIAL AND/OR EXEMPT INFORMATION	7
SECTION II – EVALUATION CRITERIA AND PROCEDURES	9
A. SELECTION AND EVALUATION CRITERIA	9
B. TECHNICAL QUALIFICATIONS EVALUATION	9
C. WRITTEN PROPOSAL EVALUATION	9
D. PRESENTATION/INTERVIEW EVALUATION	9
E. OTHER FACTORS	9
SECTION III – GENERAL PROVISIONS	10
A. RIGHTS OF APPEAL	10
B. INDEMNIFICATION	10
C. TIE BIDS	10
D. DRUGFREE WORKPLACE	10
E. PUBLIC ENTITY CRIMES	10
F. SOVEREIGN IMMUNITY	10
G. APPLICABLE LAW	10
H. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION	11
I. LOCAL PREFERENCE	11
J. RECORDS/AUDIT	11
K. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES	11
L. ART IN PUBLIC PLACES	11
M. SUBCONTRACTORS	12
N. FLORIDA PUBLIC RECORDS ACT	12
SECTION IV-EXHIBITS	13
EXHIBIT A - ARTICLE X. LOCAL PREFERENCE POLICY*	13
EXHIBIT B - DEBARRED AND SUSPENDED BIDDERS	15
SECTION V – ATTACHMENTS & FORMS	19
ATTACHMENT A - PROPOSAL RESPONSE FORM – SIGNATURE PAGE	19
ATTACHMENT B - BUSINESS REFERENCES	21
ATTACHMENT C – PRICING	22
ATTACHMENT D - DRUG FREE WORKPLACE FORM	23
ATTACHMENT E - LIVING WAGE DECISION TREE	24
ATTACHMENT F – PROCUREMENT SURVEY	27

**CITY OF GAINESVILLE
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
EXECUTIVE SEARCH SERVICES**

RFQ # HRDX-190032-GD

April 10, 2019, 3:00pm
(Due Date)

SECTION I – OVERVIEW AND PROCEDURES

A. INTRODUCTION/BACKGROUND

The City of Gainesville, Florida (hereinafter “City”) desires to employ the services of several experienced, well qualified and independent Executive Search Firms* to perform executive recruitment for the City on an as-needed basis. The Firms selected will be expected to furnish executive recruitment services and perform any screening which may be necessary in order to provide the City with a diverse list of qualified applicants who are interested in filling vacant executive-level positions.

*Throughout this document words such as “Firm”, “Consultant”, “Contractor”, “Company”, “Vendor” and “Proposer”, whether in singular or plural form, are used interchangeably to refer to an Executive Search Firm that is responding to this RFQ.

B. REQUEST FOR QUALIFICATIONS TIME TABLE

The anticipated schedule for the RFQ and contract approval is as follows – (this schedule is subject to change – notification will be provided via Amendment in DemandStar):

Activity	Tentative Date	Evaluators Required
RFQ for Distribution	March 13, 2019	Black out period begins
Non-Mandatory Pre-Proposal Meeting	March 27, 2019	11:30 AM
Deadline for receipt of questions	April 3, 2019	3:00 PM
Deadline for receipt of proposals	April 10, 2019	3:00 PM
Oral presentations, if conducted	TBD	All evaluators required
Projected award date	TBD	Black out period ends
Projected contract start date	TBD	

C. SCOPE AND REQUESTED SERVICES

The City of Gainesville, Florida desires to employ the services of experienced, well qualified and independent Executive Search Firms to perform executive recruitment for the City on an as-needed basis. The firms selected will be expected to furnish executive recruitment services and perform any screening which may be necessary in order to provide the City with a diverse list of qualified applicants who are interested in filling vacant executive-level positions.

The services requested herein are for Executive Recruitment Services that will be employed in filling vacant executive-level positions. The contract shall be effective for the period beginning with the date of the executed contract and continue for a period of three years. At its sole discretion, the City may elect to extend the contract for three (3) additional one (1) year periods.

The firms selected should be able to provide at a minimum, the following requested services:

1. Develop a recruitment brochure and solicitations that describe the position (using the current job description), the City's organization, the community, and other pertinent information.
2. Develop a timeline and strategy for recruitment. At a minimum, the Executive Search Firm shall perform an executive search and nationally advertise to identify high quality applicants. The strategy for recruitment must include outreach efforts that ensure the inclusion of qualified applicants from diverse backgrounds.
3. Acknowledge receipt of candidates' application materials.
4. Review resumes and conduct initial screening of all candidates' applications utilizing the criteria provided by the City.
5. Provide a listing of all candidates applying for the opportunity that were deemed to have been, at least, minimally qualified.
6. Within a time-period to be negotiated between the City and the firm that has been engaged to do the search, provide to the City a list of up to 15 well-qualified candidates together with two (2) packets of information for each candidate that is submitted. Each information packet should include a resume and a written summary detailing the background, achievements, and strengths of the candidate, and outlining in general their most promising qualifications.
7. Conduct all background and reference checks on the top three (3) candidates or such number as is agreed upon by the City and the firm prior to onsite interviews. Verify education and employment history.
8. Assist the hiring manager with the selection of finalists.
9. Coordinate the on-site portion of the process including, scheduling interviews and other activities, and making travel and lodging arrangements as directed by the Human Resources Director.
10. Assist in negotiating the job offer with the selected candidate.
11. Provide notification to all candidates not selected for the position.
12. Advise applicants that their submittals will be subject to disclosure under the Public Records Act, [Florida Public Records Act Chapter 119](#).
13. Assist the City with appropriate selection methods, e.g., interview questions, etc.
14. Ensure the recruitment process conforms to the City of Gainesville hiring practices and procedures. The Executive Search firm will work with the City's Human Resources Department to schedule appropriate pre-employment requirements (physical examination, etc.).
15. The selected Executive Search firms will respond to all candidates' inquiries, including production of all correspondence throughout the recruitment process; and perform any administrative activity incidental to, required by and generally included as part of the service of a full executive recruitment assignment.
16. If not registered to conduct business in the state of Florida, you will be required to register with the State of Florida (via: <https://dos.myflorida.com/sunbiz/>) upon selection.

D. CONSULTANT QUALIFICATIONS

The firm or principal thereof must have the following qualifications:

1. Must be able to demonstrate that the firm has been successfully engaged in providing substantially similar services during the past five (5) years; specifically, the recruitment of executives.
3. The firm must be willing to participate in executive searches over the next three years – (refer to Section C “Scope and Requested Services”, second paragraph) with other executive search firms.
4. Firm's fee structure (flat rate or percent of salary) using Attachment C shall be deemed complete and include rates for travel and other incidentals as well as cover all services to be provided in conformance with this Request for Qualifications. It shall also be deemed to include all associated contingencies and risks. Pricing will be submitted separately in a sealed envelope for use in contract discussions after the proposals have been submitted, evaluated and awarded.
5. Consultant's firm shall demonstrate that it complies with all applicable State and Federal professional licensing laws.
6. By submitting the Statement of Qualifications, the consultant's firm certifies that it has fully read and understands the RFQ and has full knowledge of general scope, nature, and quality of the work to be performed, the general requirements of the services to be provided, and the conditions under which the services are to be performed.

7. Consultant shall provide proof of insurance in a form acceptable to the City, which gives the City 30 days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

- Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
- Professional Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).
- Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

- Automobile Liability Insurance
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage

E. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference has been scheduled for Wednesday, March 27, 2019 at 11:30am, 200 E University Ave, 3rd Floor, Room 332. The meeting can also be accessed via conference call, dial in number (605) 313-4185, Access Code 149150#. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project.

F. CONTACT BETWEEN SUBMITTER AND CITY

The contact person for this RFQ is Gayle Dykeman, Procurement Division, City of Gainesville, 200 East University Avenue, Gainesville, FL 32627, email address dykemangb@cityofgainesville.org, Telephone No.: (352) 334-5021. Explanations desired by the submitter(s) regarding the meaning or interpretation of this RFQ must be obtained from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

G. BLACK OUT PERIOD

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

H. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than 3:00PM, Wednesday, April 3, 2019. The request must contain the submitter's name, address, phone number, and email address.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued on DemandStar prior to the Request for Qualifications Due Date. Submitters should not rely on any representations, statements or explanations other than those made in the RFQ or in any addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a Statement of Qualifications that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of qualifications.

I. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Statements of Qualifications received after the qualification due date and time are late and will not be considered. Modifications received after the qualification due date are also late and will not be considered. Letters of withdrawals received after the qualification due date or after contract award, whichever if applicable, are late and will not be considered.

J. CITY OFFICE FOR SUBMISSION OF QUALIFICATION

One (1) original and 4 copies (total of 5) of the Statements of Qualifications should be delivered to the Procurement Division, Room 339, City Hall, 200 East University Avenue, Gainesville, FL 32601, ATT: Gayle Dykeman, by 3:00 pm (local time), Wednesday, April 10, 2019. In addition, proposer must provide one (1) electronic copy of their submittal in PDF format on a CD or USB flash drive. **Electronic document should not be password protected, encrypted, etc.**

The statement of qualifications shall be clearly labeled:

“Statement of Qualifications for Executive Search Services”

The City will receive sealed Statements of Qualifications until 3:00 p.m. (local time) on Wednesday, April 20, 2019, 3:00pm (local time). Any Statement of Qualifications received after this time, as determined at the bid opening location of 200 East University Avenue, Room 339, Gainesville, FL 32601, will not be considered and will be returned unopened upon request.

K. CITY SELECTION PROCEDURES

The firms will be selected from qualified firms submitting statements as further described in Section R, “Statement of Qualifications Format” of this RFQ.

Evaluation and selection of the consulting firm will be in accordance with the requirements of the City's RFQ Policy as stated herein. A brief description of this process follows:

Upon review and evaluation the City may select no less than three (3) firms for further discussion or presentations based on ranking. The firms shall then further detail their qualifications, recruitment expertise they may have in specific job categories, approach to the project and ability to furnish the required services during the presentation. Firms selected for further presentations must provide one (1) electronic copy of materials presented in PDF format on a CD.

The City shall then select and rank no less than three (3) firms in order of preference who are deemed to be the most highly qualified to perform the required services, in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If appropriate, the City Commission will then be requested to approve the ranking and authorize contract negotiation and execution.

The City will negotiate a contract with the top ranked firms for Executive Search Services. Should the City be unable to negotiate a satisfactory contract with at least 3 vendors, negotiations will be terminated and negotiations will be initiated with the next most

qualified firm. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City shall select additional firms from those whose Statements of Qualifications are on file in order of their competence.

L. CITY RESPONSIBILITY

The City will be responsible to the selected consultant(s) for the following tasks:

1. Definition of scope of work for specific projects.
2. Monitoring consultant's progress for contract compliance.
3. Provide information concerning project which is available in City files.
4. Inform the Consultant of any known City parameters or requirements.

M. CONDITIONS ESTABLISHED BY THE CITY OF GAINESVILLE

1. Late submittals: Any responses submitted after the due date specified in the RFQ will not be considered and will be returned unopened.
2. Rejection of submittal: The City of Gainesville reserves the right to reject any and all submittals received in response to the RFQ and to waive any minor technicalities or irregularities as determined to be in the best interest of the City. The City of Gainesville reserves the right to award the contract in the best interest of the City. All materials submitted in response to the RFQ become the property of the City of Gainesville and will be returned only at the option of the City.
3. The City reserves the right to award Contracts to one or more than one firm, as determined to be in the best interest of the City.

N. SUBMITTER'S COST TO DEVELOP SUBMITTAL

Costs for developing submittals in response to this RFQ are entirely the obligation of the submitter and shall not be chargeable in any manner to the City of Gainesville.

O. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

P. USE OF RFQ REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFQ, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

Q. NOTICE OF INTENT NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS

In the event that your organization decides not to submit a Statement of Qualifications, the City of Gainesville would appreciate your advising the Procurement Manager of your decision and reason for not submitting a Statement of Qualifications by completing the enclosed standard City survey form.

R. NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors,

vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.”

For more information on this policy and requirement, please visit the Office of Equal Opportunity’s website.

S. STATEMENT OF QUALIFICATIONS FORMAT

The Statement of Qualifications must be submitted in the following format:

1. **Introduction:** Briefly introduce your firm indicating whether the firm is local, regional, national or international. Provide a profile of the firm including, but not limited to, the approximate number of professional staff employed.
2. **Project Understanding and Approach:** Describe your understanding of the objectives and scope of the requested services and your general approach to such. Include a general time frame for being able to respond to City requests for specific project proposals.
3. **Proposed Project Staff:** Identify the key personnel who will be directly assigned to this project. State the qualifications and related experience of each member of the proposed project team. In addition, the firm should identify its total number of professional personnel by discipline and training and further describe the total workload during the project period. Indicate which key personnel the firm would have available to allocate to the project.
4. **Qualifications of Firm:** Provide pertinent information about the firm and related experience with similar projects. If the firm specializes in recruiting specific job categories, highlight those categories here.
5. **References:** Provide a list of references, using Attachment B. All information provided on this form must be current and support the firm’s statement of qualifications. Provide only those project completed in the past 5 years.
6. **Pricing:** Use the attached form, Attachment C to provide firm’s fee structure (flat rate or percent). **Insert Attachment C into a sealed envelope, marked with the name of your company and “Pricing” on the outside of the envelope.** Pricing will not be a determining factor in the award decision, but will be incorporated into the final contract with awarded firms.
7. A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with the Statement of Qualifications if a local preference is requested.

T. CONFIDENTIAL AND/OR EXEMPT INFORMATION

Florida’s Public Records Law

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, formatting, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the agency, are public records. (Section 119.011(12), Florida Statutes). Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records. (Section 119.07(1)(a), Florida Statutes). Accordingly, all responses to bids, and the documentation and materials attached to bids or provided to the City in connection with a bid are considered to be available for public inspection and copying unless the public record is confidential and/or exempt.

How to Designate Information as Confidential and/or Exempt

If a bidder believes that its response contains information that is confidential and/or exempt (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must:

1. Provide a **redacted** hard copy of its response which will be available for public inspection.
2. Provide an electronic copy of the **redacted** document in a pdf format (CD or flash drive).
3. Provide one (1) original and three (3) **unredacted** copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow.
4. On the outside of the envelope containing the **unredacted** document, provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

How the City will Handle Material Identified as Confidential and/or Exempt

The City's evaluators will be provided with the complete proposal, including any confidential and/or exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

City's Position Regarding Claims of Confidential and/or Exempt Information

The City offers no opinion as to whether a bidder's reference to any Florida or Federal statute is correct and/or accurate. The City does not warrant or guarantee that any information designated by a bidder as confidential and/or exempt from disclosure conforms to the requirements of Florida or Federal law.

Bidder to Defend, Indemnify, and Hold City Harmless in the Event of a Public Records Request

Bidders should be aware that the designation of information as confidential and/or exempt may be challenged in court by any person or entity. By designating information as confidential and/or exempt, the bidder agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to a bidder's designation of information as confidential and/or exempt, and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to a bidder's designation of information as confidential and/or exempt.

Waiver of Claim of Confidential and/or Exempt

Failure to comply with the requirements above shall be deemed a waiver by a bidder to claim that the information in its proposal is confidential and/or exempt.

SECTION II – EVALUATION CRITERIA AND PROCEDURES

A. SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's [Professional Services Handbook](#). The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, and volume of previous work with the City. The Evaluation process provides a structured means for consideration of all these areas.

B. TECHNICAL QUALIFICATIONS EVALUATION

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

C. WRITTEN PROPOSAL EVALUATION

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

D. PRESENTATION/INTERVIEW EVALUATION

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

E. OTHER FACTORS

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as references, [Small and Service Disabled Veteran Business Program](#) and/or Local Preference.

SECTION III – GENERAL PROVISIONS

A. RIGHTS OF APPEAL

Participants in the RFQ solicitation may protest RFQ specifications or award in accordance with Section 41-580 of the City of Gainesville’s Financial Procedures Manual.

B. INDEMNIFICATION

The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney’s fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

C. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss. In the case where Federal funds are being used, articles 2, 3, and 4 will not apply.

D. DRUGFREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

E. PUBLIC ENTITY CRIMES

For your information Section 287.133 (2)(a), Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

F. SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

G. APPLICABLE LAW

The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida.

H. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that all local small and service-disabled veteran businesses as defined in the Local Small Business Procurement Program Policies and Procedures, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each proposer is asked to state whether it will utilize small and service-disabled veteran that are eligible for assistance to perform work on the project(s) being advertised. For firms not yet certified by the City, a small and service-disabled veteran application may be requested and submitted to the Office of Equal Opportunity. Applications can be downloaded from the Office of Equal Opportunity website at <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>. To be considered as a certified small and/or service-disabled veteran, a proposer must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity's website.

I. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points. If Local Preference is requested by the proposer, the attached Exhibit A should be submitted with the proposal.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the RFQ evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -A-(Attach Codified document)

J. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

K. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

L. ART IN PUBLIC PLACES

Not applicable to this RFQ.

M. SUBCONTRACTORS

Not applicable to this RFQ.

N. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS TBD, 352-334-_____, @cityofgainesville.org, P.O. BOX 490 MAIL STATION __, GAINESVILLE, FL 32627.

SECTION IV-EXHIBITS

EXHIBIT A - ARTICLE X. LOCAL PREFERENCE POLICY*

***Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

EXHIBIT B - DEBARRED AND SUSPENDED BIDDERS

Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

- (a) the debarment of bidders for cause;
- (b) the suspension of bidders for cause under prescribed conditions;
and,
- (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.

2.1 Definitions.

- (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or inadequate performance.
- (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
- (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
- (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
- (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
- (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".

3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.

- (a) The Procurement Division shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
- (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
- (c) The list shall be kept current by issuance of notices of additions and deletions.

4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Procurement Division as debarred or suspended shall be treated as follows.

- (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Procurement Division shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Procurement Division is authorized to debar a firm or individual in the public interest for any of the following causes occurring within ten (10) years of debarment.

(a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
- (5) Debarment by any other governmental agency.

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Procurement Division.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exist). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Procurement Division.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may

properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Procurement Division shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Procurement Division may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
 - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When the Procurement Division seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if so requested within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Procurement Division shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

SECTION V – ATTACHMENTS & FORMS

ATTACHMENT A - PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(Submit this form with your proposal.)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: Executive Search Services

RFQ#: HRDX-190032-GD

RFQ DUE DATE: April 10, 2019, 3:00pm

Proposer Company's Legal Name: _____

Proposer Company's Alias/DBA: _____

Proposer Company's Address: _____

PROPOSER'S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: _____ Telephone Number _____

Date: _____ Fax Number _____

Email address _____

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.'s _____, _____, _____, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions) YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

- Living Wage Ordinance does not apply
(check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.

- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville’s living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFQ.

<p>ATTEST:</p> <p>_____ Signature</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>(CORPORATE SEAL)</p> <p>PROPOSER:</p> <p>_____ Signature</p> <p>Print Name: _____</p> <p>Title: _____</p>
---	---

ATTACHMENT B - BUSINESS REFERENCES

(Submit this form with your proposal.)

PROPOSER: _____

PROJECT: Executive Search Services

BID#: HRDX-190032-GD

PROPOSAL DUE DATE: April 10, 2019; 3:00pm local time

Provide the following business reference information for three clients that a same or similar project has been provided within the past five years.

#1 Assignment dates (i.e. 6/2018 to 9/2018): _____

Project Client Name: _____

Project Description: _____

City, State Zip: _____

Client Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

#2 Assignment dates (i.e. 6/2018 to 9/2018): _____

Project Client Name: _____

Project Description: _____

City, State Zip: _____

Client Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

#3 Assignment dates (i.e. 6/2018 to 9/2018): _____

Project Client Name: _____

Project Description: _____

City, State Zip: _____

Client Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

ATTACHMENT C – PRICING

HRDX-190032-GD

(Submit this form with your proposal.)

Please provide your pricing structure, i.e. flat fee, percent of job salary, etc. **Please place this page in a separate envelope**, as pricing is not an aspect of the evaluation process, but will be included in the awarded contracts.

Respondent's Company Name: _____

Contact Name: _____

Contact Email: _____

Contact Phone: _____

ATTACHMENT D - DRUG FREE WORKPLACE FORM
HRDX-190032-GD

(Submit this form with your proposal.)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

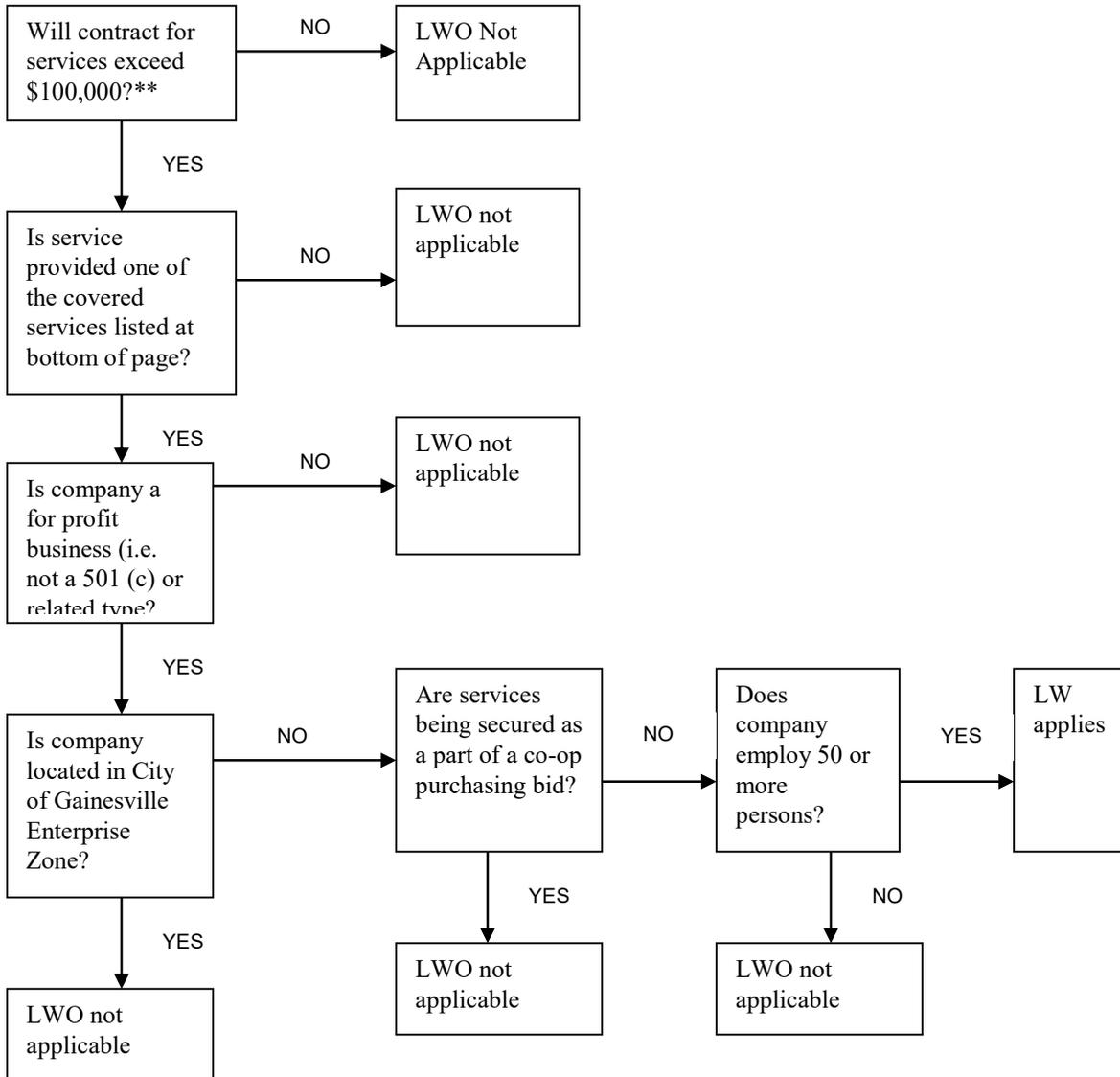
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

ATTACHMENT E - LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
****Total value of contract.**

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Attachment E hereto)

HRDX-190032-GD

(Submit this form with your proposal.)

Check One:

- Living Wage Ordinance does not apply
(check all that apply)
- Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

CITY OF GAINESVILLE
CERTIFICATION OF COMPLIANCE WITH LIVING WAGE
HRDX-190032-GD

(Submit this form with your proposal.)

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for Executive Search Services a living wage of \$12.3798 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.6298 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____ Address: _____ Phone Number: _____ Name of Local Contact Person _____ Address: _____ Phone Number: _____ \$ _____ (Amount of Contract)

Signature: _____ Date: _____

Printed Name: _____

Title: _____

SAMPLE CONTRACT FOR EXECUTIVE SEARCH FIRM SERVICES
FOR

THIS CONTRACT is entered into this ___ day of _____, 20__ between the CITY OF GAINESVILLE, a municipal corporation existing under the laws of the State of Florida (the "City") and _____ ("Contractor").

WHEREAS, the City requires the services of an experienced, well-qualified executive search firm to recruit, assess and screen, as stated herein, highly-qualified candidates for the _____ position;

WHEREAS, the Contractor has extensive experience in conducting successful executive searches to fill critical executive/management level positions within large organizations, and is willing and able to perform executive search firm services as more specifically set forth herein.

NOW, THEREFORE, in consideration of the covenants, agreements and promises of the City and Contractor contained herein, it is agreed by and between the parties as follows:

ARTICLE I - Scope of Services

1. Develop recruitment materials that describe the _____ position, the City organization, the community, and other pertinent information. Advise candidates that their submittals will be subject to disclosure under the Public Records Act.

2. Develop a timeline and strategy for recruitment. At a minimum, the Contractor shall perform an executive search and nationally advertise to identify highly-qualified, diverse candidates. The strategy for recruitment must include outreach efforts that ensure the inclusion of qualified candidates from diverse backgrounds.

3. Acknowledge receipt of candidates' application materials.

4. Review resumes and conduct initial screening of all candidates' applications utilizing the job criteria provided by the City, subject to final approval by the City Manager or his Designee.

5. Within thirty (30) days from the date that this Contract is executed by the parties, Contractor shall provide to the City a list of all candidates that meet the minimum qualifications for the _____ position as well as a list of at least three (3) recommended and fully developed candidates with information about each candidate, including the candidates' resumes; candidate data sheets; search metrics; a written summary detailing the candidate's qualifications and background.

6. Assist with the onsite portion of the selection process, including scheduling interviews and other onsite activities, developing interview questions or tests, and making travel arrangements.

7. Assist the City as needed in the selection of the finalist and negotiating the job offer with the finalist.

8. Provide notification to all candidates not selected for the position.

9. Ensure the selection process conforms to the law, as well as the City's hiring policies, procedures, and practices.

10. Work in close coordination with the City's Human Resources Department on all matters under this Contract, and respond to the City Manager or designee, as directed.

11. Respond to all candidates inquiries, including production of all correspondence throughout the recruitment process; and perform any administrative activity incidental to, required by and generally included as part of the service of a full executive recruitment.

12. Contractor will conduct reference checks and document the results in a final Reference Report. Contractor's reference checks consist of asking specific questions of selected references with regard to the facts of the candidate's career history. Contractor will also request confirmation from a third party vendor of each post-secondary degree that the candidate has earned from a U.S. or Canadian college or university, as well as confirmation of any state-sponsored professional licensure or certification required for the position held by the candidate (e.g., CPA, bar memberships), as represented by the candidate.

13. Standard of Care. The Contractor shall undertake services covered by this Contract using the requisite degree of skills necessary to produce an acceptable work product. The standard of care applicable to the Contractor's services will be the degree of skill and diligence normally employed by executive search firms performing the same or similar services.

ARTICLE II - Term

This Contract shall become effective upon execution and continue through _____. Time is of the essence, and all services and deliverables shall be completed within the above time period.

ARTICLE III - Compensation

A. Service Fees and Expenses. The City shall compensate the Contractor a retainer fee for services in connection with all tasks outlined herein ("Service Fees") which will be based on _____ of the candidate's projected total first year cash compensation (e.g., base salary, target bonus, sign-on bonuses, and any other cash components) of _____. Thus, Contractor's Service Fees is _____. In addition, the City shall also compensate Contractor a flat administrative fee of _____. The Service Fees and the administrative fee are payable as follows:

B. The compensation shall be payable as follows:

1. _____ of the compensation which equals to _____ will be due, and deemed earned, upon search commencement for the _____ (ie., upon advertisement).
2. _____ (second retainer installment) will be due, and deemed earned, upon delivery of the application materials described in Article I, ¶5.
3. The _____ (third retainer installment) will be due, and deemed earned, when the successful candidate enters into a service relationship with the City.
4. In the event that the City is not satisfied with the candidates presented, or that no candidate from the initial recruitment enters into a service relationship with the City, the Contractor will continue to search for candidates and will perform all above-referenced services as needed to select and place a candidate, that is acceptable to the City, into service, until this Contract terminates and for no additional compensation to the Contractor, and only reimbursement of the Contractor's out-of-pocket expenses.

The City shall pay the Contractor the sums due, as described above, subject to City's receipt of a verified invoice.

ARTICLE III - City Responsibilities

The City shall provide Contractor with the _____ job criteria, as well as generally assist the Contractor in the selection process

ARTICLE IV - Miscellaneous

A. Records/Audit.

Contractor shall maintain records sufficient to document its completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance of the Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.

Florida has a very broad public records law. By entering into this Contract with the City, the Contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
3. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City; and
4. Upon completion of the Contract, transfer to the City, at no cost, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Contract between the City and the Contractor. The City may pursue all remedies for breach of this Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT TALENT ACQUISITION MANAGER AT 352-393-8707 OR _____ OR PO BOX 490, STATION 20, GAINESVILLE, FLORIDA 32627-0490.

B. [Reserved]

C. Termination. The Contract may be terminated by either party without cause upon thirty (30) days prior written notice to the other party. In the event of termination, the Contractor shall be compensated for services rendered up to and including the day of termination and shall provide to the City, within the thirty (30) notice period, all non-confidential records, information, documents and communications in its possession or control relating to the services performed under this Contract.

D. Non-assignability. Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

E. Applicable Law. This Contract shall be governed and interpreted by the laws of the State of Florida, except for its conflict of laws provisions, and venue shall be in the courts of Alachua County, Florida.

F. Independent Contractor. Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the Contract.

G. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter herein. Modifications of this Contract shall be in writing, signed by the parties, and incorporated as written amendments to the Contract prior to becoming effective.

H. Indemnification. The Contractor shall indemnify the City, its officials, agents and employees, and save it harmless from any and all suits, claims, actions, demands, fines, fees, expenses, penalties, proceedings, damages, liability and expense, including reasonable attorneys' fees, of any kind or nature arising or growing out of or in any way connected with Contractor's breach of performance of the Contract, whether by act, omission, negligence, or intentional wrongdoing of the Contractor, its agents, servants, employees or others.

I. Insurance. Contractor shall provide proof of insurance in the amounts below:

1. Workers' Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
2. General Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage). The City shall be an additional insured on such Public Liability Insurance upon its written request

and the Contractor shall provide copies of endorsements naming the City as additional insured.

3. Automobile Liability Insurance consisting of property damage coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage).
4. The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City or standard for the insurance required. Contractor will endeavor to provide City with thirty (30) days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material reduction in the above coverage amounts.

J. Sovereign Immunity. The Contractor and the City agree that nothing in this Contract shall be interpreted as a waiver of the City's sovereign immunity under 768.28, Florida Statutes.

K. Notice. Any notice, acceptance, request or approval from either party to the other party given or requested under the provisions of this Contract shall be in writing and either delivered personally or sent by certified or registered mail, return receipt requested, and shall be deemed to have been received upon delivery with signed proof of delivery. The City's representative and the Contractor's representative are as follows:

CITY: City of Gainesville, Human Resources Department

222 East University Avenue
Gainesville, Florida 32601

CONTRACTOR: _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed for the uses and purposes therein contained on the day and year first above written.

Vendor Name

By:

Date

WITNESS:

CITY OF GAINESVILLE

By:

Date

Date

Approved as to form and legality:

By: City Attorney

Date

SECTION V – ATTACHMENTS & FORMS

ATTACHMENT A - PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(Submit this form with your proposal.)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: Executive Search Services

RFQ#: HRDX-190032-GD

RFQ DUE DATE: April 10, 2019, 3:00pm

Proposer Company's Legal Name: Baker Tilly Virchow Krause, LLP

Proposer Company's Alias/DBA: _____

Proposer Company's Address: 14285 Midway Road, Suite 340
Addison, Texas 75001

PROPOSER'S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: Art Davis, Director Telephone Number 816-868-7042

Date: April 8, 2019 Fax Number 816-333-6899

Email address art.davis@bakertilly.com

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.'s 1, _____, _____, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions) YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

- Living Wage Ordinance does not apply (check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

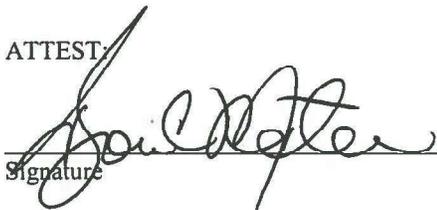
NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville’s living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFQ.

ATTEST:



 Signature

Print Name: Bonnie C. Matson

Title: Principal

(CORPORATE SEAL)

PROPOSER:



 Signature

Print Name: Chuck Rohre

Title: Firm Director