



City of Portland City Manager Search Subcommittee Meeting

December 14, 2021 at 8:00 AM via Zoom

1. ZOOM INFORMATION:

- a. This meeting will take place remotely using Zoom.

Virtual meetings are allowed using emergency legislation approved by LD 2167; 1 M.R.S. §403A, that authorizes cities and towns to conduct meetings online. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live, a recording will be uploaded to portlandmaine.gov/livestream the next day.

For public comment, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84077771912?pwd=bUxQa1NuQ3RSUTd0RzhKbUpFUkxDUT09>

Passcode: 432264

Or One tap mobile :

US: +13126266799,,84077771912#,,, *432264# or

+19292056099,,84077771912#,,, *432264#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669

900 6833 or +1 253 215 8782

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2. Call To Order
3. Approve Minutes of previous meeting
 - a. Minutes from the November 23, 2021 meeting
4. Review Sample RFP and selection criteria
 - a. Background Materials to Review
5. New Business
6. Determine Next Meeting Date

7. Adjournment

City Manager Search Subcommittee Minutes
November 23, 2021

The November 23, 2021 City Manager Search Subcommittee meeting was called to order by Acting Chair Kate Snyder at 8:00 AM on Zoom.

Mayor Kate Snyder (Chair) Councilor Pious Ali, Councilor Mark Dion and Tom Caiazzo (Interim Human Resources Director), Brendan O'Connell (Finance Director) and Jessica Grondin (Communications Director) were present. Councilor April Fournier was running a few minutes late.

Motion to approve the minutes from the November 9, 2021 meeting. The motion was made by Councilor Dion and seconded by Councilor Ali. Roll call vote Councilor Dion – yes, Councilor Ali – yes and Mayor Snyder – yes. Motion passed unanimously with Councilor Fournier not present for the vote.

Mayor Snyder opened the meeting, stating that the next order of business is to review the City procurement policy. Councilor Fournier joined the meeting at this time. The procurement policy is contained in the packet. Mayor Snyder had questions pertaining to the procurement policy. The questions were regarding the over \$25,000 or under \$25,000 cost to procure a firm to run the search process. Brendan O'Connell explained that this search process would likely be over the \$25,000 threshold and therefore we would be required to go out to bid. Brendan further explained the exceptions to the City's competitive process. We could award a contract based on a competitive process from another municipality whereby we could agree to the same terms used by the other municipality.

Mayor Snyder clarified her question pertaining to section B of the policy under procedures. She wanted to be sure the City had already approved funds for the City Manager search. Wanted to flag the paragraph to be clear on the funds allocation and the posting sections. Brendan confirmed that the City did in fact budget funds in FY 22 for the search for a new City Manager.

The next item was whether we proceed with a custom RFP or utilize an existing RFP from another municipality to procure a search firm. Mayor Snyder opened up public comment on this issue. There was no public comment so the public comment period was closed. The subcommittee then moved forward with discussion regarding this issue.

Brendan O'Connell, Finance Manager explained the process of putting together the RFP.

Councilor Dion asked if we could get any sample language or a template that we could use to assist this subcommittee with finalizing an RFP.

Councilor Fournier wanted to make sure that the subcommittee doesn't lose sight of the fact that we want City employees and the public's input into this process. Other questions raised were

1. Do we broaden the scope of the committee for finalizing this process?

2. Can we get draft RFP language before our next meeting as a starting point?
3. Can we use public comment at our next meeting when looking at sample language?
4. Do we identify stakeholder groups at our next meeting to include in any RFP?

Councilor Ali suggested that the Mayor give an update to the full Council on the progress being made by the subcommittee at an upcoming Council meeting.

Formal vote on creating custom RFP to procure a firm to run the search for a new City Manager for Portland. Roll call vote Councilor Ali – yes, Councilor Fournier – yes, Councilor Dion – yes, and Mayor Snyder – yes. Motion passed unanimously.

Timeline for RFP process. Mayor Snyder is looking at January 11, 2022 as a possible date to meet following our meeting after the December 14, 2021 meeting. Mayor Snyder outlined her understanding of what our timeline would look like. We would review a sample RFP and/or sample selection criterion at our December 14, 2021 meeting. We would then hope to finalize an custom RFP at our January meeting. If we then put the RFP out to bid in mid-January and left that up for five weeks, that would take us until the end of February

Motion made to adjourn by Councilor Ali and seconded by Councilor Fournier. The motion passed unanimously.

Meeting was adjourned by Chair Snyder at 9:00 AM.



City of Portland

Human Resources Department

Request for Proposal
Executive Recruitment Consulting Services
City Manager

RFP #220XX

November xx, 2021

Executive Recruitment Consulting Services – City Manager

Sealed proposals from firms interested in providing Executive Recruitment Consulting Services in the search for a new City Manager for the City of Portland shall be submitted electronically to bidssubmit@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line and will be received until 3:00 p.m. local time, **DAY/DATE**, at which time they will be opened and read. Proposals may also be submitted via USPS, UPS or FedEx to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101. In-person submission is not currently allowed due to City Hall being closed to the public. It is the proposer's sole responsibility to ensure that their proposal is received prior to the date and time specified. Late, faxed or unsigned proposals shall not be accepted.

Proposals shall remain open to acceptance for ninety (90) days from their opening.

Proposals include the City provided proposal form(s), being signed with the firm's name, and bearing the handwritten signature of an officer or authorized individual having the authority to bind the company to a contract by his/her signature.

The City is interested in receiving proposals from experienced executive search firms to assist in recruiting applicants for the position of City Manager.

The consultant shall provide a comprehensive scope of recruitment and hiring services, and will be charged with conducting a national search. Services include: conducting a robust community engagement process with the City (Council, staff, citizens) to clarify expected qualifications, skills, experience and leadership skills sought in a City Manager; preparation of a job announcement and recruitment materials; conduct preliminary interviews on selected candidates; coordinate any travel arrangements; conduct actual recruitment including scheduling, reviewing, and checking qualifications and references of candidates; conducting background checks; and assisting in all aspects of selection and hiring. The search process is anticipated to take place over the next six months.

QUESTIONS

Questions must be submitted in writing to the Purchasing Office and be received no later than five days prior to the RFP due date - these may be faxed to 207-874-8652 or e-mailed to slchapin@portlandmaine.gov. The Purchasing Office will be the only office issuing any changes to this Invitation. All changes, addenda, will be in writing and will be sent only to those firms on file in Purchasing as having received this document. **The City shall not be responsible for any oral interpretation given by City personnel or others.**

Copies of the above documents will be available by contacting the City of Portland Purchasing Office either via e-mail at JRL@portlandmaine.gov, or phone (207) 874-8654. Each prospective proposer will be required to obtain from the City each copy of the proposal forms.

Proposals from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland Purchasing Office indicates registration. Should a vendor receive this Request from a source other than the City Purchasing Office, please contact 207-874-8654 to ensure that your company is listed as a vendor for this RFP.

EQUAL EMPLOYMENT OPPORTUNITIES

CONSULTANT agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. CONSULTANT specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by the CONSULTANT where appropriate.

INSURANCE REQUIREMENTS

Prior to the execution of an Agreement, the CONSULTANT will procure and maintain:

- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, including completed operations coverage for no less than two years following completion of the Work;
- Occurrence-based Automobile Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability and Automobile Liability Insurance, the CONSULTANT shall name the CITY as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY. Prior to execution of this Agreement, the CONSULTANT shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination

of insurance from the insurance provider or agent. CONSULTANT shall also provide a copy of any endorsement naming the CITY as additional insured. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, CONSULTANT shall provide CITY with a complete copy of any of the above-referenced policies. CONSULTANT shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). CITY's acceptance or lack of acceptance of CONSULTANT's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the CONSULTANT's obligation to obtain and maintain such insurance as required by this agreement. If the CONSULTANT maintains broader coverage and/or higher limits than the minimum shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT. *(In the event that the CONSULTANT requires access to the City's network or if the CONSULTANT will be accessing or storing any sensitive City data, the City may also require CONSULTANT to carry cyber liability insurance).*

During the evaluation process, the Selection Committee and the City of Portland reserve the right to request additional information or clarifications from proposers. At the discretion of the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to waive any informalities in Proposals, to accept any bid or portions thereof (proposers are advised to note this and quote accordingly) and to reject any or all Proposals should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City, as follows:

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Proposers who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful proposer. It is the custom of the City of Portland, Maine to pay its bills 30 days following equipment delivery and acceptance, and following the receipt of correct invoices for all items covered by the purchase order. In submitting Proposals under these specifications, proposers should take into account all discounts; both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use tax as well as all Federal excise taxes.

November xx, 2021

Samantha L. Chapin
Purchasing & Controls Manager

Background Information

The City of Portland (population: 68,408) is the largest city in Maine situated on Casco Bay in the southern Maine county of Cumberland. It is a regional economic and cultural hub for seacoast Maine and lies 100 miles north of Boston, Massachusetts. Settled in 1632, Portland has a total area of 69.44 square miles that has established itself as a highly desirable place to live and work.

The City Manager's position along with the City Clerk and city attorney, are appointed by the City Council. The City Manager appoints and manages all other city department heads.

The City Manager is part of the Executive Department and is the chief administrative officer of the city. The manager's primary responsibilities include providing and maintaining the essential city services through the efficient and effective management and operation of the city under the direction of the mayor and City Council. The City Manager executes the policy direction set by the Mayor and City Council through the management of 13 city departments and approximately 1,400 employees.

Responsibilities of the City Manager:

In addition, the manager assumes responsibility for:

- Preparing and administering the annual budget
- Directing day-to-day operations
- Hiring, supervising, evaluating and disciplining personnel under their authority
- Developing and administering city policies and procedures
- Recommending policies or programs to the City Council
- Attending council meetings
- Ensures citizen complaints are handled in a timely and professional manner
- Represents the city and serves as a liaison of a variety of boards, organizations, committees, and commissions

The City has an Aa1 bond rating as of May 2021, and its taxable valuation is approximately \$14.6 billion. The FY 2022 General Fund Budget was approximately \$212 million. Enterprise funds are as follows:

Water and Sewer Enterprise funds appropriated another \$31.6 million together.

The Portland International Jetport funds appropriated \$23.9 million and the Fish Pier \$421,000.

Scope of Services

The City is seeking proposals from experienced executive search firms to assist in all aspects of the recruitment process for its next City Manager. Preferred consultants will demonstrate familiarity with qualifications required of local government executives, and will propose a plan for scheduling and conducting a national search; the selected firm will work closely with the City Council to assess the Council's goals and objectives for the recruitment process.

Administrative aspects of the search will be coordinated through the City's_____.

The scope of services is presented for reference – the final scope of work will be developed in consult with the City. Services to be provided by the consultant include but are not limited to:

1. Create a schedule of recruitment with a timeline of development of recruitment materials, screening, and interviews.
2. Develop a candidate profile for the City Manager by meeting with City Council, staff, and community members to obtain information regarding specific issues and opportunities facing the City, the desirable education, experience and background of the candidates, and identification of the management skills and style that are appropriate for the position.
3. Develop an inclusive strategy for implementing the City Manager recruitment, and identify potential contacts through personal outreach to encourage applicants from diverse backgrounds to apply.
4. Review resumes for background and qualifications followed by interviews to clarify each applicant's experience and credentials and to prepare a written summary of preliminary candidates (10-15), for the position, with the most promising qualifications.
5. Evaluate candidates for serious consideration by conducting in-depth reference checks with individuals who are or have been in the position to evaluate the candidates' performance on the job. A short list of candidates shall be presented to the City Council.
6. Recommend and finalize a process with the City Council for interviews and coordinating candidates' participation in interviews.
7. Verify selected candidates educational and employment background, financial/credit, newspaper research and coordinating criminal and civil litigation checks.
8. Assist City Council in structuring the job offer (including a recommendation on compensation), the employment package and relocation (if applicable) with the finalist.
9. Maintain all correspondence and record-keeping throughout the process. Notify all applicants of final decision.
10. Reinitiate additional search and screening activities, at no fee to the City, if the first search effort in unsuccessful or successful candidates leave (via resignation or termination with or without cause) the employment of the City within one (1) year of placement.

Submittal requirements are intended to enable the City to make an objective comparison of each proposal, and to select a partner that best meets the City's stated objectives.

The selected partner will be expected to execute a consulting services agreement with the City immediately following selection. See sample agreement, pages 10-15.

COVER LETTER

The cover letter is the proposer's official letter transmitting the complete proposal to the City. The cover letter must include:

- the full name and address of the proposer's organization(s);
- the state of incorporation or in which it is licensed to operate; and
- the form of business, and the name and contact information for your organization.

The cover letter should identify who will be the lead consultant responsible for all aspects of the

recruitment and be signed by an individual who is authorized to commit the proposer to the obligations contained in the proposal.

FIRM NARRATIVE & RECRUITMENT APPROACH

Provide a detailed description of your proposal, describing your approach to the scope of services and schedule. Include examples of successful community outreach processes you have incorporated into recruitments, noting approaches to keeping both the community and prospective candidates well informed as to the methodology and progress of the recruitment.

Information to be provided includes but is not limited to:

- Samples of recruitment materials used in past searches;
- A proposed timetable for this search;
- Three references of chairs of past search committees, with contact information;
- Calculation of total, not-to-exceed proposed consulting fee, broken down by task categories (e.g. leadership profile development; preliminary screening; final screening and interviews; etc.) Total fee shall be shown on attached Proposal Form, page 9 of this document.

FIRM EXPERIENCE AND PERSONNEL

Please include resumes, and respective roles, of individuals expected to provide consulting services.

The City will choose a consultant that will, in its judgement, provide the highest quality of recruitment consulting services for a competitive price. The selection process may include interviews where proposers will be asked to make presentations of their recruitment approach and services.

EVALUATION CRITERIA

Proposals will be evaluated according to the following:

CRITERIA	VALUE
Capacity of firm to generate the necessary outreach materials professional networking, social media and other outreach and candidate evaluation and to fulfill the project schedule	20
Recruitment strategy and search plan	20
Competitive fee proposal	25
Evidence of having completed successful community engagement components of a City Manager search process	20
References	15
TOTAL	100

SELECTION PROCESS

Proposals will be reviewed and evaluated by the City for responsiveness to this RFP.

The City may select one or more entities to invite to be interviewed, which will involve a presentation of the proposal and introduction to key staff. Additional questions regarding specific proposals may be asked at this time. Interviews will factor in the overall qualitative evaluation of Proposals.

Based upon all of the evaluation criteria and interview, the City may select a preferred consultant. The City reserves the right to negotiate with selected proposers to further refine the proposal(s). If the City is unable to reach agreement with its preferred consultant, the City may enter into negotiations with the team whose proposal was deemed to be next most advantageous to the City. Award of the contract is subject to appropriation. Contract documents will include a standard City agreement, this RFP, and the proposal.

The City reserves the right to undertake such investigation as it deems necessary to evaluate the proposals. The City reserves the right to request additional information as part of this selection process. The City of Portland also reserves the right to reject any or all submissions, to waive technical or legal deficiencies, to proceed or not with any proposal or process, and to negotiate such terms and conditions of any proposal or contract that may be in the best interest of the City. The City reserves the right to terminate or amend this process at any time.

PROPOSAL FORM**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The proposer acknowledges the receipt of Addenda numbered _____

COMPANY NAME: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF ORGANIZATION – INDIVIDUAL, PARTNERSHIP, CORPORATION:

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

AUTHORIZED SIGNATURE: _____

DATE: _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

Total Fee: _____ (Points Award Basis)

Please attach fee breakdown.

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND**

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the "**CITY**"), and _____, a Maine corporation with a mailing address of _____ (hereinafter the "**CONSULTANT**").

W I T N E S S E T H:

WHEREAS, the CITY is in need of Executive Recruitment Consulting Services for the purposes of hiring a new City Manager and did advertise a Request for Proposal dated _____ (hereinafter, the "Request for Proposals"), a copy of which is attached as Exhibit A and made a part hereof; and

WHEREAS, the CONSULTANT has the requisite knowledge and technical ability to perform the required services and has submitted a proposal dated _____, a copy of which is attached as Exhibit B and made a part hereof; and

WHEREAS, after due consideration, the CITY decided to award this contract to CONSULTANT;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONSULTANT will furnish the services, materials, supplies, equipment and labor (hereinafter the "Work") in accordance with the specifications contained in the Request for Proposals and the CONSULTANT's Proposal.

The restatement in this document of any term of the Request for Proposals or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between the Request for Proposals or the Proposal and this document, then this document shall govern; and the Request for Proposals shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. The CONSULTANT covenants and agrees that all Work performed and furnished hereunder shall be in accordance with all applicable professional standards.

3. Prior to the execution of this Agreement, the CONSULTANT shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim.
- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, including completed operations coverage for no less than two years following completion of the Work;
- Occurrence-based Automobile Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Pollution Liability and Automobile Liability Insurance, the CONSULTANT shall name the CITY as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY. Prior to execution of this Agreement, the CONSULTANT shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from the insurance provider or agent. CONSULTANT shall also provide a copy of any endorsement naming the CITY as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, CONSULTANT shall provide CITY with a complete copy of any of the above-referenced policies. CONSULTANT shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). CITY's acceptance or lack of acceptance of CONSULTANT's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the CONSULTANT's obligation to obtain and maintain such insurance as required by this agreement.

4. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use

therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONSULTANT, anyone directly or indirectly employed by it, or anyone for whose act it may be liable. Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the CITY which otherwise exists. The extent of the indemnification provision shall not be limited by the provision for insurance in this Agreement. CONSULTANT's obligations under this paragraph shall survive termination of this Agreement. Notwithstanding anything to the contrary herein, CONSULTANT shall have no upfront duty to defend the CITY, other than for claims covered through CONSULTANT's General Liability and Automobile Liability policies, but CONSULTANT shall reimburse the CITY for all of its attorneys' fees and costs of defense to the extent of CONSULTANT's indemnity obligation herein, whether or not such fees and costs are covered by available insurance.

5. The CONSULTANT shall perform the work to the satisfaction of the Director of the Department of Human Resources (hereinafter, the "Director") who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the CITY under this Contract. The CONSULTANT acknowledges and agrees that such inspection is for purposes of approving payment alone and such inspection shall not be deemed to impose any duty or liability upon the CITY to supervise any aspect of or approve the quality of the Work.
6. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the CITY will promptly send an executed contract to the CONSULTANT, which will commence work as soon as reasonably possible. The CONSULTANT agrees to complete the entire work by _____. The time set for such completion may be extended only by written consent of the Director.
7. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director or designee will be final and binding.
8. For performance of all the terms and conditions of this Agreement, the CITY will pay the CONSULTANT _____ Dollars (\$_____) which will include any expenses.
9. The CONSULTANT shall keep accurate records of all services performed under this Agreement and shall submit such information to the CITY on a monthly basis. Payment for such Work shall be made to the CONSULTANT not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Director or designee.
10. The CITY agrees to furnish or provide access to the CONSULTANT to any information or material in its possession which is relevant to the CONSULTANT's performance hereunder and CITY staff will cooperate with CONSULTANT. The CONSULTANT will not, without the CITY's written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of CONSULTANT, of any information or material furnished or generated under this Agreement. The CONSULTANT shall be entitled to rely upon the accuracy of such information. The provisions of this Article shall not apply to information

which is published or comes into the public domain through no fault of the CONSULTANT or is required to be disclosed by law.

The following shall be requirements of this Agreement:

- (a) All data collected shall be treated as confidential material and shall be disclosed *only* to authorized CITY representatives;
 - (b) The CONSULTANT shall not disclose or permit disclosure of any information or material furnished and/or generated under this Agreement without the CITY's prior written consent; and
 - (c) All documents, data, studies, estimates, summaries and any other work or material developed under this Agreement shall be the property of the CITY and shall be promptly delivered to the appropriate Department Contact person upon completion of a particular service/assignment or upon the request of the CITY.
11. The CITY may terminate this Agreement for cause by written Notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
 12. The CITY shall have the right to terminate this Agreement at any time for its convenience with prior written Notice to the CONSULTANT. If the Agreement is terminated by the CITY for convenience, the CITY shall pay the CONSULTANT for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
 13. Out of concern for the public, CITY employees and the CONSULTANT's employees, all work performed by the CONSULTANT shall be in conformance with applicable local, state, and federal laws, ordinances, rules and regulations.
 14. CONSULTANT agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. CONSULTANT specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a

claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by CONSULTANT where appropriate.

15. No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
16. This Agreement and its attachments represents the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the CITY and CONSULTANT.
17. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
18. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
19. CONSULTANT warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform its obligations under this Agreement, and that the person signing this Agreement on behalf of CONSULTANT has the authority to do so.
20. CONSULTANT may not assign its rights or obligations under this Agreement without the CITY's prior written consent.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by _____, its City Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, as of the day and date first above written.

WITNESS:

CITY OF PORTLAND

By: _____

Its City Manager

WITNESS:

By: _____

Its: _____

Approved as to form:

Approved as to funds:

City Corporation Counsel's Office

City Finance Director



City of Durham
Human Resources Department
101 City Hall Plaza
Suite 1600
Durham, North Carolina 27701

Request for Proposals
(Executive Search Services)

Date of Issue: October 15, 2020

Purpose of Request for Proposal (RFP): The City of Durham (City) seeks the services of an executive search firm with a national reach, proven expertise in government and public sector recruitment to recruit for and fill the position of City Manager.

The City Manager serves as the top executive officer of the City of Durham reporting to the City Council. The City Manager is devoted to providing strategic direction and management oversight to City departments as well as ensuring implementation of City Council goals, policies and achievement of performance expectations, while employing an equity and social-justice approach.

Project Manager	James O'Donnell
Project Manager Department	Human Resources
Project Manager Telephone Number	919-907-9668
Project Manager E-mail	James.odonnell@durhamnc.gov
Project Manager Fax Number	919-560-4969

SELECTED CONTENTS

	PAGE
Date of RFP	3
Project Manager and Contact with City; Questions about this RFP.	3
DESCRIPTION OF PROJECT AND NATURE OF RFP	
Project	3
Scope of Work	4
Compensation Amount and Schedule	5
Definitions in this RFP	6
Contract	6
Trade Secrets and Confidentiality	6
Bonds	8
Insurance	8
Discretion of the City	9
SCHEDULE	
Schedule	10
Keeping Proposals Open	10
Deadline to Submit Proposals	10
GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS	
Questions	11
Pre-submittal conferences, meetings, and site visits	11
Updates and revisions to RFP	11
EVALUATION CRITERIA	
Evaluation Criteria	11
CONTENTS OF PROPOSAL	
Contents of Proposal	13
Equal Business Opportunity Program	14
COVER LETTER WITH PROPOSAL	
Cover letter	16
Addendums	17
HOW TO SUBMIT A PROPOSAL	
How to submit a proposal	17
Format	17
Alternative Proposals	18
Candidate to Bear Expense; No Claims against City	18
Privilege License	18
Notice Under the Americans with Disabilities Act (ADA)	18
EXHIBITS	
A. Draft Services Contract	
B. Equal Opportunity	

10. Date of RFP: October 15, 2020

20. Project Manager and Contact with City; Questions about this RFP.

Direct questions and concerns to

Attn: Project Manager's name	James O'Donnell
Name of Department	Human Resources Department
MAILING ADDRESS	101 City Hall Plaza, Suite 1600
DURHAM NC ZIP CODE	27701-3329

919.907.9668 phone number, 919.560.4969 fax number, and james.odonnell@durhamnc.gov email address.

If you have concerns about this RFP that you believe are not being addressed by the project manager, please contact Regina Youngblood, Director Human Resources, Human Resources Department, 101 City Hall Plaza, Durham, NC 27701 Phone 919 560 4214

DESCRIPTION OF PROJECT AND NATURE OF RFP

30. Project

The firm shall provide a comprehensive scope of recruitment and hiring services for a City Manager, and is charged with conducting a national search. Services include: conducting a robust community engagement process with the City (Council, staff, residents) to clarify expected qualifications, skills, experience and leadership seeking in a City Manager; preparation of a job announcement and recruitment materials; conduct preliminary interviews on selected candidates; coordinate any travel arrangements; conduct actual recruitment including scheduling, reviewing, and checking qualifications and references of candidates; conducting background checks; and assisting in all aspects of selection and hiring.

Durham, a city within the county of the same name, is located just west of Raleigh and north of Chapel Hill and has a population of around 275,000. The city is ranked as the 23rd best city to live in the United States by Livability, and is considered by many as a great place to live, work and play. Here are just a few of the recent accolades:

- #1 Best City for Millennials in the U.S. – Growella
- #1 Smallest Gender Wage Gap in the Nation – Adobo
- #3 City Where a Paycheck Stretches the Farthest – Forbes
- #1 America's Leading Creative Class Metro – The Atlantic

Though the city looks a little different than it did just a few months ago, the wearing of face covering and social distancing are practiced to fight the spread of COVID-19, the City is still committed to being great and finding

ways to maintain its low employment rate and growing economy. Prior to COVID-19, Durham boasted more than 70 people moving to the Durham area daily. Thanks to the many culturally diverse neighborhoods, Durham has a welcoming feeling of community, a direct result of the city's history, culture, great medical facilities and educational institutions, including North Carolina Central University, Duke University, and Durham Technical Community College.

The renowned Research Triangle Park, the hospitals, and area schools, including UNC-Chapel Hill and NC State University, all contribute to the backbone of economic opportunity in Durham. The city is a fast-growing hub for technology and medicine. Recently, companies like Amazon and Google have chosen the Triangle to set up new warehouses and offices. Durham also celebrates its food scene, ranked just a few years ago as the "tastiest town" in the South by Southern Living, offering array of award winning or nominated restaurants and breweries.

There are a lot of good reasons to relocate to Durham! Perhaps the one reason that cements a decision to move to Durham is the weather, featuring mild winters, with little to no snow. Though summers can be mild to hot, North Carolina beaches to the east and mountains to the west, are just a short ride away.

40. Scope of Work.

The Department of Human Resources is soliciting proposals for a professional executive search vendor for the City Manager position only. The search may be comprised of several stages but all would be related to the specific search for City Manager. The executive search firm shall set meetings with the City Council, and/or Selection Sub-Committee, and other stakeholders upon execution of a contract with the City.

The firm will:

- Review and/or suggest updates to the existing job description
- Develop a candidate profile
- Meet in person, by video, or telephonically with each member of the City Council and Mayor to understand individual goals and objectives in the hiring process
- Develop a recruitment strategy including recommending appropriate advertisements
- Carry out the recruitment process including posting the position through local, regional, and national channels, professional journals and publications
- Posting the position through local, regional and national channels, professional journals and publications that focus on attracting diverse candidates and candidates from traditionally underrepresented communities
- Receiving and reviewing resumes of applicants, determining that the candidates meet minimum qualifications, and identify each applicant's

- qualifications and experience to ascertain strengths and personal dimensions of each, and share evaluation scoring rubric
- Provide weekly update report outlining clear data tracking metrics and scoring rubrics for candidates in process including the # of candidates currently engaged at each step (e.g. screening, interview, rejections, etc.)
- Create a recommended candidate list and preparing and presenting to the City Council a written summary of at least 5 -10 candidates with the most promising qualifications and experience. (Primary Screening)
- Following up with selected candidates from the primary screening for telephone interviews to clarify each applicant's qualifications and experience and share scoring rubric
- Assisting the City Council in evaluating these candidates and further identifying the top 2-4 candidates for serious consideration and interviews. (Secondary Screening)
- Design and finalize the interview process, prepare interview questions for the Council's consideration, scoring rubric, suggest panel make-up, and other associated tasks
- Conduct the interview process
 - Coordinate the candidates' schedules and participation in the interviews
 - Debrief the interview committee following each candidate interview and identify additional candidates if necessary
 - Notify applicants not selected
- Setting up and coordination of public forums, soliciting feedback and presenting summarized results
- Given the COVID pandemic, submit process options or creative alternatives for in person meetings throughout the process and selection. (i.e. public forums, screenings, interviews protocols)
- Perform appropriate background and reference checks, verify selected candidate's educational background, employment record, in-depth reference checks with individuals to evaluate candidates' past job performance, criminal history, financial background, and any other pertinent factors. This may also include conducting an Emotional Quotient Inventory (EQi) assessment or other assessments, if desired
- Assist the City Human Resources department with compensation negotiations

50. Compensation Amount and Schedule.

Please provide a detailed breakdown of regular estimated costs for conducting this search. Please also include if the City would have to incur additional costs for candidate travel/lodging, for vendor to conduct assessments (such as EQi assessments, background/credit/social media checks), and to conduct community engagement/public forum meetings. Please include information about how a payment plan would be structured, such as; in three installments during the process, or as one final installment when the process has been completed.

60. Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor, Should. Unless the context indicates otherwise – (a) The expressions “RFP,” “this RFP,” and “the RFP” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFP says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

70. Contract. The City anticipates that the conclusion of the RFP process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFP. It is the City’s intention to use the contract that is attached as Exhibit A, modified and filled in to reflect the RFP and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

80. Trade Secrets and Confidentiality. As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions.

In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and

b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “trade secrets” in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

- (1) decline the request for access,
- (2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or
- (3) notify the candidate of the request and that the City intends to decline the request.

Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

(c) Defense of City. If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate’s proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all

Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

90. Bonds.

No fidelity bond, performance bond or payment bond is required for this contract.

100. Insurance.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability.

Cyber Liability – Limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the

Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$500,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier

affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: James O'Donnell – Human Resources
101 City Hall Plaza, Suite 1600
Durham, NC 27701

All primary insurance carriers must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

110. Discretion of the City.

- A. The City of Durham reserves the right to reject any or all proposals.
- B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of

the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFP, including the SDBE portions.

C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).

D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

SCHEDULE

120. Schedule.

This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days.

The work schedule for contracts with hiring departments will be job/project-specific.

- a. Solicitation of proposals from Candidates by the City of Durham, October 15th, 2020
- b. Pre-submittal conference, October 28th, 2020 at 11:00 AM
- c. Last date for receipt of proposals: **November 12th, 2020**
- d. Proposal Evaluation Committee to complete its evaluation, 14 days after previous step
- e. Notification to Candidates, November 26th, 2020

130. Keeping Proposals Open. All proposals will remain open and valid for the City to accept for a period of 60 days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the City's needs

140. Deadline to Submit Proposals. Candidates should see that their proposals are received at the following address by **5:00pm on November 12th at the Human Resources Department, 101 City Hall Plaza, Suite 1600, Durham, NC 27701.**

GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS

150. Questions. Questions about the RFP and the RFP process should be submitted to the project manager identified at the beginning of this RFP.

160. Pre-submittal conferences, meetings, and site visits.

The City will conduct a virtual pre-submittal conference on October 28th, 2020 via Zoom. Attendees should already be familiar with this RFP. Attendance is not required, but is encouraged. To obtain the meeting link for the pre-submittal conference, you must contact the project manager via email James.ODonnell@durhamnc.gov at least 24 hours prior to the meeting.

170. Updates and revisions to RFP. If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFP (“addendums” or “addenda”) will be sent to you in that manner. This RFP and addendums are normally posted on the City’s website, on the Purchasing Division’s webpage, at <http://durhamnc.gov/ich/as/fin/Pages/bids.aspx> Check that webpage to see that you have received all addenda.

EVALUATION CRITERIA

180. Evaluation Criteria. If an award is made, it is expected that the City’s award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost.

190. Understanding of the Project – 5 points

Proposals will be evaluated against the questions set out below.

- a. Does the candidate specialize in recruitment for executive and senior-level management positions in local government institutions?
- b. Has the candidate successfully completed similar services for government institutions of similar size and structure.
- c. How well has the candidate identified issues and potential problems related to the project?
- d. Has the candidate provided profiles and resumes of the staff with relevant experience, education and abilities to be assigned to the project.
- e. How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
- f. Does the candidate have strong experience with and commitment to building diverse candidate pools that is demonstrated by previous searches and the diversity breakdown in candidate pool, interview process, and selection stage.

- g. Does the candidate have experience collecting public feedback, setting up public forums, soliciting feedback and presenting summarized results?
- h. How well has the candidate demonstrated that it understands the City's schedule and can meet it?
- i. Candidates completeness and quality of responses, including clear deliverables and reasonable approach.
- j. Candidates proposed cost and timeline.
- k. Candidate provided references.
- l. Adherence to the City's SDBE program.

200. Methodology Used for the Project – 15 points

Proposals will be evaluated against the questions set out below.

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- (c) How well does the methodology interface with the schedule in the RFP?

210. Management Plan for the Project – 15 points

Proposals will be evaluated against the questions set out below.

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) How well is accountability completely and clearly defined?
- (c) Is the organization of the project team clear?
- (d) How well does the management plan illustrate the lines of authority and communication?
- (e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?
- (f) Does it appear that the candidate can meet the schedule set out in the RFP?
- (g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (h) Is the proposal practical, feasible, and within budget?
- (i) How well have potential problems been identified?
- (j) Is the proposal responsive to all material requirements in the RFP?

220. Experience and Qualifications – 15 points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

- (a) Has the firm demonstrated the ability to cultivate diverse candidate pipelines for similar positions?
- (b) Do the individuals assigned to the project have experience on similar projects?

- (c) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (d) How extensive are the applicable education and experience of the personnel designated to work on the project?
- (e) How knowledgeable are the candidate's personnel of the local area and how many individuals have worked in the area previously?
- (f) How well has the candidate demonstrated experience in completing similar projects on time and within budget?
How successful is the general history of the candidate regarding timely and successful completion of projects?
- (g) Has the candidate provided letters of reference from clients?
- (h) How reasonable are the candidate's cost estimates?
- (i) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?
- (j) Is vendor local?

230. Contract Cost – 40 points

Please provide a detailed breakdown of regular estimated costs for conducting this search. Please also include if the City would have to incur additional costs for candidate travel/lodging, for vendor to conduct assessments (such as EQi assessments, background/credit/social media checks), and to conduct public forum meetings.

Please include information about how a payment plan would be structured, such as in three installments during the process, or as one final installment when the process has been completed. Please note that the structure plan itself (installments/or only one installment etc.) will not impact the evaluation of that firm, it is for informational purposes only.

235. Interview

The City may select one or more entities to invite to be interviewed, which will involve a presentation of the proposal and introduction to key staff. Additional questions regarding specific proposals may be asked at this time.

CONTENTS OF PROPOSAL

240. Contents of Proposal.

- 1. Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
- 2. Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify

the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.

3. Qualifications, References, and Licenses. This part should include the candidate's experience on similar projects and include references and how to contact them.

List the candidate's current licenses that are pertinent to this project.

The City may reject proposals from any candidate that does not hold licenses required by N.C. laws to perform the contemplated work. –or - If a N. C. license or other approval by a N.C. State agency is required to perform the work and a candidate lacks such a license when it submits its proposal, the City may consider that circumstance in making the award.

4. Project Team, Location of Work, and Subcontracting. State the names and qualifications of the individuals who will have responsibility for this project.

The location (s) the work is to be performed completed and managed are at any City worksite where a department requires assistance from employees to meet daily operational needs and/or complete specific time-limited projects.

5. Methods and Procedures. See section 200 thru 210 of this RFP

6. Compensation. Compensation for individual contracts will be determined and paid for by the hiring department(s). Explain the entire compensation arrangement that you propose.

7. Assumptions regarding City of Durham Actions and Participation. If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.

8. Equal Business Opportunity Program.

It is the policy of the City to provide equal opportunities for City contracting for persons who own underutilized businesses doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

The goals are 0% M/UBE and 0% W/UBE. In accordance with the Ordinance, all proposers are required to provide information requested in the Professional Services Forms package included with this request. The UBE Participation Documentation and the Employee Breakdown documents are required of all proposers. In lieu of the Employee Breakdown, contractors may submit a copy of the current EEO-1 form (corporate basis). If your firm chooses to include minority/women business participation, the Letter of Intent to Perform as a Sub-consultant document is also required with the proposal. Proposals that do not contain the appropriate, completed Professional Services Forms may be deemed non-responsive and ineligible for consideration. The Request to Change UBE Participation and “UBE Goals Not Met/Documentation of Good Faith Efforts” forms are not applicable at this time. The Equity & Inclusion Department is responsible for the Equal Business Opportunity Program. All questions about Professional Services Forms should be referred to Deborah Giles or other department staff at (919) 560- 4180.

9. Financial Condition, Insurance, and Bonds Per section 100 Insurance is required. *The City may reject proposals from candidates that are overdue on City property taxes.*

10. Conflict of Interest. If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.

11. Non-collusion. This RFP constitutes an invitation to bid or propose. Sign the following and include it with your response:

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, proposals or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

NON-COLLUSION AFFIDAVIT

By executing this proposal, I certify that this proposal is submitted to the City of Durham competitively and without collusion. I am authorized to represent the candidate both in submitting this bid and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the candidate has not violated N. C. General Statute section 133-24 in connection with the proposal, (2) the

candidate has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal, and (3) the candidate intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate to which this Non-Collusion Affidavit refers is:

(insert name of candidate)

(signature of individual)

ACKNOWLEDGMENT

Type or print name of the individual who signed the affidavit:

Type or print the name of Notary Public signing this acknowledgment:

Place where acknowledgment occurred: County of _____, State of _____

Notary's residence : County of _____, State of _____

I, the Notary Public named above, certify (1) the individual named above personally appeared before me this day, (2) I have personal knowledge, or satisfactory evidence, of the individual's identity; and (3) the individual acknowledged signing the foregoing affidavit. This the ____ day of _____, 20____.

Notary Public

My commission expires:

COVER LETTER WITH PROPOSAL

250. Cover letter. The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:

The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham's Request for Proposals.

Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including

the description of services to be performed and the provisions of the contract to be signed.

The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFP titled "Trade Secrets and Confidentiality," the City may treat everything it receives from the candidate as NOT trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.

A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFP titled "Trade Secrets and Confidentiality," including all of its subsections, including the subsection titled "Defense of City." The candidate acknowledges that the City will rely on the preceding sentence.

-or-

B. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

260. Addendums. The cover letter should list the last addendum that the City issues for this RFP, with a statement such as *The undersigned candidate has read all the addendums issued by the City for this RFP, through and including Addendum No. ____*. In that blank the candidate should list the number of the last addendum.

HOW TO SUBMIT A PROPOSAL

270. How to submit a proposal.

Candidates should submit their proposals in a sealed envelope. The envelope should be addressed for delivery to the Project Manager at the address shown in the "Project Manager and Contact with City" section at the beginning of this RFP.

Write the following prominently on the outside of the envelope: **Professional Firms to Provide Executive Search Services** “.

Proposals are to be received no later than **5:00pm on November 12th, 2020**. Proposals should not be made by fax or email.

280. Format. Each proposal shall be signed by an official authorized to bind the vendor and shall contain a statement that the proposal is firm for the one hundred and twenty (120) day immediately following the deadline date for submission of the sealed proposals. At the end of the 120-day period, the proposal may be withdrawn at the written request of the vendor. If the

proposal is not withdrawn, it will remain in effect until an award is made or the solicitation is canceled.

Six (6) copies of each proposal must be supplied. The total of six 6 copies includes one original and five (5) copies. It is recommended that you also provide an electronic copy.

Each proposal shall also provide the following information:

1. The name of every company bearing an interest in the proposed services
2. The name, title, address, and telephone number of individuals with authority to contractually bind the offer or; and
3. A designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. This information shall include the person's name, title, address, and telephone number.

290. Alternative Proposals. If you wish to submit a proposal that does not comply with the City's standards and expectations, consider submitting two proposals: a proposal that complies, plus a proposal that does not comply, so that your "non-compliant" version can be considered as an alternative if the City is interested. This will allow your compliant version to be considered if the City remains steadfast on applying the standards and expectations.

300. Candidate to Bear Expense; No Claims against City. No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City's failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a proposal that complied with the RFP. A notice of award will not constitute acceptance by the City; the City's only method of acceptance is the City's execution of a formal contract in accordance with law.

320. Notice Under the Americans with Disabilities Act (ADA). The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact Mr. Logan Small, ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or Logan.Small@durhamnc.gov, as soon as possible but no later than 48 hours before the scheduled event.

---- End of RFP ---



EQUITY & INCLUSION

CITY OF DURHAM

EQUAL BUSINESS OPPORTUNITY PROGRAM

PROFESSIONAL SERVICES FORMS

Updated 06/19



Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to underutilized businesses owned by minorities and women doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to minority and women business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of minority and women individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equity & Inclusion Director shall determine participation goals based upon the availability of minority and women business enterprises (MWBES) within the defined scope of contracting, and the goals established for the contracting category.

Equal Business Opportunity Program UBE Participation Documentation

If applicable information is not submitted with your proposal, your proposal may be deemed non-responsive.

UBE Participation Documentation must be used to document participation of an underutilized business enterprise (UBE) on Professional Services projects. All UBEs must be certified by the State of North Carolina as a historically underutilized business, the North Carolina Department of Transportation as a minority-owned or women-owned business or the U.S. Small Business Administration's 8(a) Business Development Program prior to the submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Letter of Intent to Perform as a Sub-consultant/Subcontractor must be completed for UBEs proposed to perform on a contract. This form must be submitted with the proposal.

Post Proposal Submission UBE Deviation

Post proposal submission UBE deviation participation documentation must be used to report any deviation from UBE participation either prior to or subsequent to startup of the project. The Equity & Inclusion Department must be notified if the proposed sub-consultant/subcontractor is unable to perform and for what reasons. Substitutions of sub-consultants/subcontractor, both prior to and after awarding of a contract, are subject to City approval.

UBE Goals Not Met/Documentation of Good Faith Efforts

It is the responsibility of consultants/contractors to make good faith efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of minority-owned and women-owned individuals or businesses as sub-consultants/subcontractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in the aggregate, which increase the total value of the original contract, the consultant must make a good faith effort to increase UBE participation such that the amounts subcontracted are consistent with the established goals.

SELECTION OF CONSULTANTS/CONTRACTORS FOR ARCHITECTURAL/ENGINEERING AND OTHER PROFESSIONAL SERVICES

Goal

The purpose is to provide underutilized business enterprises owned by minorities and women with equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

The Equity & Inclusion Director shall determine UBE participation goals for each contracting category to be awarded by the City. Goals for each project or contract will be based upon the availability of underutilized business enterprises(UBE's) within the defined scope of work, delineated into percentages of the total value of the work.

The City of Durham will consider a formal certification of the State of North Carolina's Historically Underutilized Businesses (HUB) Office, North Carolina Department of Transportation (N.C. DOT) minority and women businesses and the United States Small Business Administration (U.S. SBA) 8(a) Development Program as meeting the requirements of the Equal Business Opportunity Program, provided there is evidence that the firm is currently certified by one of the stated entities.

Underutilized Business Proposal Requirements

The prime consultant/contractor shall submit a proposal in accordance with the City of Durham's request for Proposal. In addition, the prime consultant/contractor must submit all required Professional Services Forms.

Selection Committee for Professional Services

A selection committee shall be established and may be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equity & Inclusion Director or designee and Purchasing Manager or designee. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;
2. Current work in progress by firm;
3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, UBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. UBE Participation; and
12. Documentation of Good Faith efforts should UBE participation requirements not be met.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

Contract Award

A provision must be written in each contract with an architect or engineer requiring them to work with Equity & Inclusion Department in creating and identifying separate work.

Project Evaluation

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

**PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)**

**Names of all firms
Project (including
prime and
subconsultants/sub
- contractors)**

Location

**UBE
Firm
Yes/No**

**Nature
of
Participation**

**% of Project
Work**

		Yes () No ()		
		Yes () No ()		
		Yes () No ()		
		Yes () No ()		
		Yes () No ()		
		Yes () No ()		
		Yes () No ()		

TOTAL _____

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

**COMPLETE THIS FORM OR ATTACH COMPUTERIZE FORM
EMPLOYEE BREAKDOWN**

(EEO-1 Report may be submitted in lieu of this form.)

Part A – Employee Statistics for the Primary Location

				M— a — l — e — s					F — e — m — a — l — e — s				
Employment category	Total Employees	Total males	Total females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)

				M— a — l — e — s					F — e — m — a — l — e — s				
Employment category	Total Employees	Total males	Total females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a UBE:

Minority(African American, American Indian, Asian or Hispanic) Woman

The UBE status of the undersigned is certified if identified as HUB certified by the N.C Department of Administration HUB Office, minority or women certified by the N.C. Department of Transportation and 8(a) certified by the U.S. Small Business Administration.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The consultant will subcontract _____ % of the dollar value of this contract to UBE sub-consultant.

The undersigned will enter into a formal agreement in the amount of \$ _____ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name _____ Title _____

Company _____ Telephone _____

Address _____

Signature _____

REQUEST TO CHANGE UBE PARTICIPATION

Project: _____

Name of bidder or consultant: _____

Name and title of representative of bidder or consultant: _____

Address: _____ Zip Code: _____

Telephone No: _____ Fax Number: _____

Email address: _____

Total amount of original contract, before any change orders or amendments: _____

Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: _____

Dollar amount of changes proposed in this form: _____

The proposed change (*check one*) ☐ **increases** ☐ **decreases** the dollar amount of the bidder's/consultant's contract with the City.

Does the proposed change decrease the UBE participation? (*check one*) ☐ **yes** ☐ **no**

If the answer is **yes**, complete the following:

BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated): Name of sub-consultant _____

Goods and services to be provided before the proposed change: _____

Is it proposed to eliminate this subcontract? ☐ **yes** ☐ **no**

If the subcontract is to be increased or reduced, describe the nature of the change (*such as adding \$5,000 in environmental work and deleting \$7,000 in architectural*): _____

Dollar amount of this subcontract before this proposed change: _____

Dollar amount of this subcontract after this proposed change: _____

This subcontractor is (*check one*):

- ☐ 1. Minority-owned UBE
- ☐ 2. Women-Owned UBE
- ☐ 3. Not a UBE

BOX B. Proposed subcontracts other than the subcontract described in Box A above (continued)

Name of sub-consultant for the new work: _____

Goods and Services to be provided by this proposed subcontract: _____

Dollar amount proposed of this proposed subcontract: This sub-consultant is:

- ☐ 1. Minority-owned UBE
- ☐ 2. Women-Owned UBE
- ☐ 3. Not a UBE

Add additional sheets as necessary.

UBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of consultants/contractors, in determining good faith efforts to engage UBEs along with other criteria that the City Manager deems proper:

Name of Bidder: _____

If you find it helpful, feel free to attach pages to explain your answers. How many pages is your firm attaching to this questionnaire? _____ questionnaire.)

(Don't count the 2 pages of this

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING UBEs.

- (a) Did your firm solicit, through all reasonable and available means, the interest of all UBEs in the list provided by the City in the scope of work of the contract? ☐ **yes** ☐ **no**

In such soliciting, did your firm advertise? ☐ **yes** ☐ **no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? ☐ **yes** ☐ **no**

- (b) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? ☐ **yes** ☐ **no**

- (c) Did your firm attend the pre-bid conference? ☐ **yes** ☐ **no**

- (d) Did your firm provide interested UBEs with timely, adequate information about the plans, specifications, and requirements of the contract? ☐ **yes** ☐ **no**

- (e) Did your firm follow up with UBEs that showed interest? ☐ **yes** ☐ **no**

- (f) With reference to the UBEs that your firm notified of the type of work to be subcontracted , did your firm tell them:

(i) the specific work your firm was considering for subcontracting? ☐ **yes** ☐ **no**

(ii) that their interest in the contract is being solicited? ☐ **yes** ☐ **no**

(III) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? ☐ **yes** ☐ **no**

2. BREAKING DOWN THE WORK.

(a) Did your firm select portions of the work to be performed by UBEs in order to increase the likelihood that the goals would be reached? ☐ **yes** ☐ **no**

(b) If **yes**, please describe the portions selected. **ANSWER:**

3. NEGOTIATION. In your answers to 3, you may omit information regarding UBEs for which you are providing a Letter of Intent.

(a) What are the names, addresses, and telephone numbers of UBEs that you contacted? **ANSWER:**

(b) Describe the information that you provided to the UBEs regarding the plans and specifications for the work selected for potential subcontracting. **ANSWER:**

(c) Why could your firm not reach agreements with the UBEs that your firm made contact with? Be specific. **ANSWER:**

4. ASSISTANCE TO UBEs ON BONDING, CREDIT, AND INSURANCE.

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance? ☐ **yes** ☐ **no** (Note: In most projects, the City has no such requirement for *subcontractors*.)

(b) If the answer to (a) is **yes**, did your firm make efforts to assist UBEs to obtain bonds, lines of credit, or insurance? ☐ **yes** ☐ **no** If **yes**, describe your firm's efforts. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors? ☐ **yes** ☐ **no** If **yes**, describe. **ANSWER:**

5. GOODS AND SERVICES. What efforts did your firm make to help interested UBEs to obtain goods or services relevant to the proposed subcontracting work? **ANSWER:**

6. USING OTHER SERVICES.

(a) Did your firm use the services of the City to help solicit UBEs for the work? ☐ **yes** ☐ **no**
Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit UBEs for the work? ☐ **yes** ☐ **no**
Please explain. **ANSWER:**

Selection / Evaluation Criteria Examples

Contents

Durham, North Carolina – Request for Proposals (Executive Search Services).....	1
Albany, Georgia – Request for Proposals; Executive Search Consultant – City Manager Recruitment Services	4
Columbia, Missouri – Request for Proposal; City Manager Executive Search/Recruitment Services	5
Naples, FL – RFP – Executive Search Firm (City Manager).....	6

Durham, North Carolina – Request for Proposals (Executive Search Services)

Issued October 15, 2020

190. Understanding of the Project – 5 points

Proposals will be evaluated against the questions set out below.

- a. Does the candidate specialize in recruitment for executive and senior-level management positions in local government institutions?
- b. Has the candidate successfully completed similar services for government institutions of similar size and structure.
- c. How well has the candidate identified issues and potential problems related to the project?
- d. Has the candidate provided profiles and resumes of the staff with relevant experience, education and abilities to be assigned to the project.
- e. How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
- f. Does the candidate have strong experience with and commitment to building diverse candidate pools that is demonstrated by previous searches and the diversity breakdown in candidate pool, interview process, and selection stage.
- g. Does the candidate have experience collecting public feedback, setting up public forums, soliciting feedback and presenting summarized results?
- h. How well has the candidate demonstrated that it understands the City's schedule and can meet it?
- i. Candidates completeness and quality of responses, including clear deliverables and reasonable approach.
- j. Candidates proposed cost and timeline.
- k. Candidate provided references.

I. Adherence to the City's SDBE program.

200. Methodology Used for the Project – 15 points

Proposals will be evaluated against the questions set out below.

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- (c) How well does the methodology interface with the schedule in the RFP?

210. Management Plan for the Project – 15 points

Proposals will be evaluated against the questions set out below.

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) How well is accountability completely and clearly defined?
- (c) Is the organization of the project team clear?
- (d) How well does the management plan illustrate the lines of authority and communication?
- (e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?
- (f) Does it appear that the candidate can meet the schedule set out in the RFP?
- (g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (h) Is the proposal practical, feasible, and within budget?
- (i) How well have potential problems been identified?
- (j) Is the proposal responsive to all material requirements in the RFP?

220. Experience and Qualifications – 15 points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

- (a) Has the firm demonstrated the ability to cultivate diverse candidate pipelines for similar positions?
- (b) Do the individuals assigned to the project have experience on similar projects?
- (c) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?

- (d) How extensive are the applicable education and experience of the personnel designated to work on the project?
- (e) How knowledgeable are the candidate's personnel of the local area and how many individuals have worked in the area previously?
- (f) How well has the candidate demonstrated experience in completing similar projects on time and within budget? How successful is the general history of the candidate regarding timely and successful completion of projects?
- (g) Has the candidate provided letters of reference from clients?
- (h) How reasonable are the candidate's cost estimates?
- (i) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?
- (j) Is vendor local?

230. Contract Cost – 40 points

Please provide a detailed breakdown of regular estimated costs for conducting this search. Please also include if the City would have to incur additional costs for candidate travel/lodging, for vendor to conduct assessments (such as EQi assessments, background/credit/social media checks), and to conduct public forum meetings. Please include information about how a payment plan would be structured, such as in three installments during the process, or as one final installment when the process has been completed. Please note that the structure plan itself (installments/or only one installment etc.) will not impact the evaluation of that firm, it is for informational purposes only.

235. Interview

The City may select one or more entities to invite to be interviewed, which will involve a presentation of the proposal and introduction to key staff. Additional questions regarding specific proposals may be asked at this time.

V. EVALUATION CRITERIA

The proposals shall be evaluated based on the following criteria:

- | | |
|---|-----------|
| 1. Responsiveness to the provisions of this RFP | 10 Points |
| 2. Thoroughness of proposal and clarity of services to be provided | 15 Points |
| 3. Prior successful recruitments | 15 Points |
| 4. Qualifications and experience of the individuals assigned to this engagement | 15 Points |
| 5. Schedule/Availability | 15 Points |
| 6. Reference contact information | 15 Points |
| 7. Cost of services | 15 Points |

Columbia, Missouri – Request for Proposal; City Manager Executive Search/Recruitment Services

Issued November 28, 2018

EVALUATION CRITERIA ASSIGNED	POINTS
Qualifications and Expertise, including: • Number of similar projects completed, and the manner in which they were achieved; qualifications of staff.	25
Past Performance and References: • Prior experience • References	10
Evaluation of Project Manager/Team: • Past experience with similar projects • Understanding of proposed project	10
Organization, Content and Completeness of Proposal: • Presentation of proposal • Narrative explanation of firm's understanding of the project objectives	15
Methodology: • A detailed description of the proposed process	15
Time Required to Complete the Project: • The time frame required to complete the process • Target dates for each phase/component	15
Cost to Complete Project • Firm, Fixed, Total Cost to the City for all Services	10
MAXIMUM TOTAL SCORE	100

Naples, FL – RFP – Executive Search Firm (City Manager)

Issued July 9, 2021

Criteria	Maximum Points Assigned
Qualifications and previous executive search experience of firm, including similar assignments to recruit, screen and place City Manager in Florida.	40%
Strategy for recruitment of qualified City Managers.	15%
Fee Structure, including all fees and reimbursable expenses to complete the search.	10%
Experience of the Professional staff specifically assigned to lead the search for a qualified City Managers.	10%
Success and tenure of City Manager candidates/firms placed in other public agencies.	25%