

**TOWN OF WEST HARTFORD
OFFICE OF
HUMAN RESOURCES**

REQUEST FOR PROPOSALS

FOR

EXECUTIVE SEARCH FIRM

**Release Date: November 9, 2016
RFP Submission Due Date: November 30, 2016**

BID# 6544 RFP



Introduction

The Town of West Hartford, Connecticut (Town), Office of Human Resources, is requesting proposals for an executive search firm to conduct a recruitment for the position of Town Manager. The Town invites proposals from firms that have experience in conducting executive searches for towns of similar size and have the staff capacity and expertise to do so for the Town of West Hartford.

The Town is incorporated under a Council-Town Manager form of government. The Town Manager serves as the Chief Executive Officer (CEO) for the Town and reports to and is directed by nine Town Councilors, one of whom serves as the Mayor. The Town Manager is responsible for the administration of all departments, agencies and offices as well as the enforcement of all laws and ordinances governing the Town. The Town Manager serves at the pleasure of the Town Council.

Issuing Office

This RFP is being issued by the Purchasing Department of the Town of West Hartford on behalf of the Office of Human Resources, hereinafter referred to as the "Town." The issuing officer is the Director of Financial Services.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Peter Privitera
Director of Financial Services
Town of West Hartford
50 South Main Street
West Hartford, CT 06107-2431
T: 860 561-7461
Peter.Privitera@westhartfordct.gov

Incurring Cost

The Town will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

Rejection/Acceptance of Proposals

The Town reserves the right to refuse for any reason deemed to be in the Town's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the Town to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the Town. The Town reserves the right to contract with any firm.

Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

Submission of Proposals

Each proposer must submit one original and six (6) copies of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to: Peter Privitera, Director of Financial Services, at the address previously identified.

These proposals must be received by the Town **no later than Wednesday, November 30, 2016 at 3:00 p.m.** Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as a qualified RFP submission.

The complete proposal shall contain the following information and shall be submitted in the order shown below.

Section 1: TRANSMITTAL LETTER

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. An authorized agent of the business must sign the transmittal letter.

Section 2: EXPERIENCE/QUALIFICATIONS

- a. Proposer shall describe their experience and qualifications related to executive searches at the municipal CEO level.
- b. Proposer must fully explain their approach regarding media/material to be used in the search.

Section 3: STAFFING

Proposer must identify staff who will be the primary contact for this engagement, along with a list or recent similar searches that were successfully conducted.

Section 4: CLIENT WORK HISTORY

Proposer must provide a minimum of three (3) references for whom you have provided similar services within the last two years along with their contact information.

Section 5: COST PROPOSAL

Proposer must provide a cost proposal which clearly identifies a lump sum base cost for the search including specifically what services will be included in that cost as well as any additional optional services and fees.

Proprietary Information

The Town will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The Town retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

Independent Project Cost Determination and Gratuities

By submission of a proposal, the proposer certifies that in connection with its procurement:

- The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.
- The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date, at the Town, of this offer.
- Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- No elected official or appointed official or employee of the Town shall benefit financially or materially from this contract.

Prime Contractor Responsibility

Proposers submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the Town.

Termination for Default or for the Convenience of the Contracting Agency

Performance under any contract resulting from this RFP may be terminated by the Town whenever:

- The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is in the best interest of the Office of Human Resources of the Town.
- Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.
- In the event of termination of this agreement as a result of a breach by the contractor hereunder, the Town shall not be liable for any fees and may, at its sole option, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including but not limited to, extra costs required under the new agreement of similar services.

Ambiguity in the Request for Proposals (RFP)

Prior to submitting the proposal, the contractor is responsible to bring to the Town's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the Town's RFP and the proposer's proposal, then whatever shall be more favorable to the Town as determined in the sole discretion of the Director of Financial Services shall prevail and take precedence.

Ownership Information

The Town shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the Town and may not be copied or removed by any employee of the proposer without written permission of the Town.

Contract Agreement

The selected proposer will be required to agree to and sign a formal written contract agreement between the Town and the proposer prepared by the Legal Department of the Town.

Insurance Requirements

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the Town. See attached insurance requirements.

Tax Exempt

The Town is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

Scope of Services

I. Preparation and Background Information Gathering

The Consultant shall conduct a needs assessment and analysis of the West Hartford, CT community, the municipal organizational culture, the Town Manager position, short and long term challenges and issues facing the office, qualifications and competencies (including preferred management style and personal traits) required of the ideal candidate. This process will be conducted through meetings and/or discussions with key client representatives and the Client Search Committee.

The Consultant shall work with client representatives to identify and define the terms and conditions of employment and the compensation and benefits package.

The Consultant shall develop a timeline for the projected recruitment process as well as with key deliverables.

II. Development of Recruitment Strategy, Marketing Materials, and Outreach

The Consultant shall, with the support of Town of West Hartford representatives, develop, print, and distribute a comprehensive candidate profile and recruitment brochure for the Town Manager search which shall be subject to review, comment and final approval by the Client Search Committee. An electronic version of the recruitment brochure shall be available to the client representative for client's website.

The Consultant shall develop and conduct a national professional search to source and identify desirable candidates for the West Hartford Town Manager position utilizing a variety of acceptable sourcing methods, including, but not limited to, leveraging networks, advertisement in trade press, direct mail outreach and contacts with members of applicable state and national professional organizations.

III. Review and Assessment of Prospective Candidates

The Consultant shall conduct an initial evaluation of prospective candidates based upon the Needs Assessment criteria. The Consultant shall conduct screening interviews and other applicable and approved assessments with candidates and determine whether they will or will not be considered further.

The Consultant shall assure that all appropriate and applicable legal notifications and disclosures, are made to and authorizations received from candidates advancing to the Client Search Committee, including, but not limited to, references, employment and educational verifications, driving history, local, state and federal criminal history checks, civil litigations, EEO complaints, bankruptcy and credit checks and shall conduct screenings on candidates advancing in the selection process. The Consultant shall disclose use of third party proposers engaged for background investigations in accordance with the Fair Credit Reporting Act.

The Consultant shall prepare a comprehensive written summary of qualified candidates and present materials related to the recommended candidates to the Client Search Committee for consideration.

IV. Support to the Interview Process

The Consultant shall coordinate local interviews for the finalist candidates. The Consultant shall provide recommendations, guidance and assistance in preparing Client Search Committee Members for the on-site interview and assessment process, including interview development and format and legal vs. illegal interview inquiries, development of evaluation criteria, etc.

V. Communications

The Consultant shall maintain regular communications with key client representatives and the Client Search Committee, in writing or by phone, as to the status of the search process.

The Consultant shall notify the candidates of their status at all times during the process.

The Consultant shall provide assistance and advice concerning trends in executive hiring, employment contracts and agreements, relocation expenses, and other employment related matters upon request.

VI. Assurance and Follow-Up

The Consultant shall provide a warranty of candidate success in the position for a designated period of time in the unlikely event the selected candidate fails to meet performance expectations.

VII. **Targeted Search Schedule**

Proposals due to Town of West Hartford	November 30, 2016
Proposals reviewed and Selection of Search Firm	by December 9 th .
Development of Recruitment Strategy, Marketing Materials, and Candidate Sourcing	to be Determined
Search Firm's Evaluation of Candidates	to be Determined
Identification of Recommended Candidates	to be Determined
Finalist Interviews	to be Determined
Job Offer	by March 31, 2017

**Insurance Exhibit
Professional Consulting Services Agreement**

For the purpose of this exhibit: the term "Consultant" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards and commissions, officers, officials, employees, agents, representatives and servants. Should the Consultant employ the services of subcontractors, it shall be the Consultant's obligation to provide proof to the Town that each subcontractor has satisfied the requirement of this exhibit.

The Consultant shall procure and maintain insurance coverage against claims that may arise from, or in connection with the performance of this Contract. The Consultant shall provide the Town with a certificate of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The Town reserves the right to require complete, certified copies of all required policies at any time. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Consultant shall assume any and all premiums and deductibles in the described insurance policies. Both the Consultant and Consultant's insurer(s) shall have no right of recovery or subrogation against the Town and the described insurance shall be primary and non-contributory. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after prior written notice has been given to the Town in compliance with Connecticut statutes Sec.38a-323 and Sec. 38a-324.

All liability policies (with the exception of Worker's Compensation and Professional Liability) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective boards and commissions, officers, officials, employees, agents, representatives and servants as an Additional Insured and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies authorized to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

Automobile Liability and Physical Damage Coverage:

\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorist coverage and \$1,000 medical payments. Policy shall include collision and comprehensive property damage coverage. If vehicles are not used in the execution of the contract then automobile coverage is not required.

Workers' Compensation: Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut.

The Consultant represents that they are currently in compliance with all requirements of the State of Connecticut regarding Workers' Compensation, Connecticut Statutes Section 31-275 et seq., and that it shall remain in compliance for the duration of this Agreement. The Consultant agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town of West Hartford, West Hartford Board of Education and their respective boards and commissions, officers, officials, employees, agents, representatives and servants from all suits, claims, and actions arising from personal injuries to the Consultant, their agents, representatives, employees or subcontractors sustained during the course of providing services to the Town, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Consultant failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

Professional Liability: \$1,000,000 per claim, \$2,000,000 annual aggregate.

Personal Property: The Town shall not be responsible to the Consultant for any injury or damage caused to the Consultant's property, however caused. All property of the Consultant and its agents are the sole risk of the Consultant. To the extent permitted by law, the Consultant agrees to indemnify, defend and hold harmless the Town from any and all losses or damages to any and all personal property belonging to the Consultant, its agents, representatives, employees and/or subcontractors, however caused.

Duly Authorized

Date

(Print Name Here)