



City of Madera

Request for Proposals

Executive Recruitment Services For City of Madera City Administrator

**City of Madera
City of Madera Purchasing-Central Supply
1030 South Gateway Drive
Madera, California 93637
(559) 661-5463**

**RFP # 201718-09
Issue Date: February 8, 2018
Submission Deadline: March 12, 2018**

PART ONE: GENERAL INFORMATION

1. Background and Objective

The City of Madera (City) is a general law City operated under the Council/Manager form of government. The City serves approximately 65,000 residents through the services of our Finance, Police, Public Works, Engineering, Building, Planning, Parks and Community Services, City Clerk, Human Resources, Grants, Neighborhood Revitalization, Information Services, City Attorney, and City Administration Departments. The City employs approximately 259 full time employees in 142 classifications. In addition, the City employs approximately 145 part time employees to supplement its workforce.

The City Administrator position is vacant due to retirement of the previous City Administrator. The Council is seeking a professional recruitment firm to assist the City in finding the next City Administrator through a collaborative process that includes the citizens of Madera, the City Council and City staff.

2. Submission of Proposal

One (1) original and twelve (12) copies of the proposal shall be submitted. The original must be unbound and fastened with a removable clip. Copies may be in color or black and white, and should be fastened with a single staple or removable clip. A complete proposal should also be provided on CD or USB memory stick that contains the entire proposal in one pdf document. All proposals must be sealed and will not be opened until after the closing date for receipt of proposals.

All proposals must be delivered to Rosa Hernandez, Interim Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637. Proposals must be received by 3:00 pm Monday, March 12, 2018. Proposals received after the filing deadline will be returned to the proposer unopened. The opening of any proposal shall **NOT** be considered as acceptance of the proposal as a responsive proposal.

The entire proposal (1 unbound original, 12 copies and 1 digital copy) must be submitted in one sealed envelope. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: Executive Recruitment Services for City of Madera City Administrator
RFP No.: 201718-09
Filing Deadline: Monday, March 12, 2018 by 3:00 pm

Proposals shall be prepared and submitted in accordance with the requirements set forth in this document. All proposals must be complete and must address concisely and clearly all information requested in the RFP.

Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

Evaluation of proposals and consideration of award of an agreement will be conducted by the City Council in open session of a scheduled City Council meeting. All documents provided by any bidders shall become public record in their entirety and subject to disclosure. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason.

The City of Madera is an Equal Opportunity Employer and no proposal shall be rejected on the basis of race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave.

The City reserves the right to make a written or verbal request for additional information from a bidder to assist in understanding or clarifying a proposal.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request or participating in the consultant selection process.

Key Dates:

Deadline for Questions and Inquiries: Thursday, March 1, 2018 by 3:00 pm

Submission Deadline: Monday, March 12, 2018 by 3:00 pm

City Council Evaluation of Proposals: Wednesday, March 21, 2018

Anticipated Proposed Agreement to City Council for Consideration: Wednesday, April 4, 2018

3. Scope of Services

The City is seeking a consultant to assist the City Council in finding the best candidate to serve the City of Madera as City Administrator. The City is particularly interested in a consultant with demonstrated public sector experience in filling executive level positions through open and collaborative processes.

A. Required Tasks

1. Conduct a workshop with the City Council in open session to develop an inclusive process for creation of the candidate profile. This process will, at a minimum, include stakeholder meetings with the citizens of Madera as well as stakeholder meetings with City staff from all areas of the organization.
2. Conduct all steps determined in Task 1 and bring a proposed candidate profile to the City Council for consideration in an open session workshop. Facilitate discussion with the City Council at this workshop to finalize the candidate profile. Also facilitate discussion at this workshop of the expected recruitment timeline.
3. Once the candidate profile has been completed and approved by the City Council, create appropriate recruitment brochures and an advertising campaign to solicit interest from desirable candidates.
4. Conduct a thorough and complete advertising and marketing campaign.
5. Screen candidates as interest is expressed. Screening should be based on the necessary knowledge, skills and abilities to perform the City Administrator essential job functions as well as the candidate profile defined by the City Council.
6. Conduct initial telephone interviews with candidates who pass the initial paper screening to confirm they meet the requirements of the position.
7. Recommend only the most desirable candidates for semi-finalist interviews with the City of Madera.
8. Facilitate on-site interviews for candidates recommended that include a professional panel, a citizen panel, and a panel of City staff members from all areas of the organization. This includes providing each panel guidance on how the interviews will operate, legal interview questions vs. illegal interview questions, and facilitating discussion with each panel at the conclusion of the interviews to determine their top ranked candidate(s).
9. Based on feedback from the interviews in Task 8, recommend only the top candidates for interviews with the City Council.
10. Facilitate on-site interviews for top candidates with the City Council. Assist the City Council in developing appropriate interview questions and facilitate a discussion with the City Council at the conclusion of the interviews to determine their ranking of the candidate(s).
11. Based on City Council direction, conduct background investigation of the desired candidates to include reference and credit checks. A written report should be generated and provided to the City Council for review.
12. Facilitate discussion with the City Council of the background investigation outcome, to include whether a conditional offer of employment should be made. Such offer will be conditioned on a criminal history check, pre-employment medical screening and pre-employment drug test consistent with City recruitment practices.
13. Assist the City Council, if requested, in contract negotiations with the desired candidate.

- B. Deliverables (in addition to all items identified in the Required Tasks section above)
1. Progress reports on project status must be submitted in writing via email every 2 weeks once an Agreement has been awarded. Such reports should be directed to Sonia Alvarez, City Clerk, at salvarez@cityofmadera.com for distribution to the City Council.
 2. Digital and hard copy versions of all recruitment material must be delivered to the City's Human Resources Department at the start of any advertising or marketing campaign to be included on the City's website and with the City's usual and customary placement of printed recruitment brochures at City Hall.
 3. Consultant is expected to provide at least five (5) candidates who meet the candidate profile and position requirements for interviews with the panels identified in Task 8. If the outcome of Task 8 does not produce at least two (2) final candidates for City Council consideration, the City Council will have the option to instruct Consultant to continue the marketing and advertising campaign to solicit additional qualified candidates.
 4. A written background investigation report for any candidates that the City Council directs such services to be performed based on Tasks 10 and 11.

4. Contract Award

Issuance of the RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.

Any agreement resulting from this RFP will be signed only after successful negotiation of contract terms and conditions and all applicable procedural requirements have been met.

An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

The City Council will review and evaluate all qualified proposals in open session at the Wednesday, March 21, 2018 City Council meeting and make a determination based on their evaluation of which consultant best meets their need. The City Council may conduct telephonic interviews with top ranked candidates as well as reference checks. The City Council may also desire for select firms to attend a scheduled meeting of the City Council for an in-person presentation and/or interview. The City Council regularly meets on the first and third Wednesday of each month at 6:00pm. The City Council reserves the right to call a special meeting if necessary on a day other than a regular meeting date.

5. Questions and Inquiries

Questions concerning this RFP may be submitted in writing no later than 3:00 p.m. Thursday, March 1, 2018 to:

Rosa Hernandez
Interim Procurement Services Manager
City of Madera Purchasing-Central Supply
1030 South Gateway Drive
Madera, California 93637
E-mail: rhernandez@cityofmadera.com

All questions and responses will be published with the RFP document on the City's website. Documents, amendments, addenda, etc. will be posted to the City website at <https://www.cityofmadera.ca.gov/purchasing> under Bid Announcement & Results.

PART TWO: PROPOSAL PREPARATION AND CONTENT

1. Overall Presentation

Proposals must be submitted on 8 ½” by 11” paper with all segments attached in one package. Proposals must be typed and must not include any unnecessary, elaborate, promotional or display materials. Proposals should be clear and concise. Pages must be numbered at the bottom of the page. All content must pertain to the requirements of this RFP. The entire proposal (1 unbound original, 12 copies and 1 digital copy) must be submitted in one sealed envelope clearly marked on the outside that it is in response to the Executive Recruitment Services for City of Madera City Administrator RFP. Examples of advertising material from executive recruitments that are of non-standard size may be included but must be fastened as part of each copy and must fit in the sealed envelope.

2. Title Page

The proposal must have a title page which indicates the name of the company, principal business address, name of the proposal, and the date of the proposal.

3. Table of Contents

The proposal must contain a table of contents listing major topics and relevant page numbers.

4. Transmittal Letter

The proposal must include a transmittal letter that states the company’s objective, why the company should be selected, the company’s commitment to the City of Madera, the unique aspects of the proposal, and must be signed by a person who is duly authorized to bind the company to an agreement.

5. Company Profile

In this section, please describe your organization; identify key personnel to be assigned to the City, including name, title, telephone number(s), and experience; and describe your company’s experience in providing similar services to other public agencies.

6. Proposed Method of Performance

Please provide information on how your company intends to provide its services to the City if awarded the contract. Services provided must meet the minimum guidelines provided in the Scope of Services of this RFP. The following topics must be addressed:

- Your approach and methodology for developing a usable candidate profile that best reflects the needs of the City.
- Your advertising and marketing approach, to include at least three (3) sample advertising brochures from other recruitment projects your firm has conducted. If the sample brochures do not easily fit in this section of the submittal, they may be included at the end of your packet as an exhibit.
- Projected timeline for completion of the project.
- Methods, frequency, and extent to which customer satisfaction is measured and reported.

7. Cost Outline

Please provide your proposed fee schedule, payment provisions expected, and estimated expenses. The fee schedule should provide a cost outline for specific services to be provided as requested in this RFP and any other services your firm provides that you feel may be beneficial to the City of Madera.

8. Equal Opportunity Employer Status

Please provide a statement as to whether your organization meets state and federal standards regarding equal opportunity employment laws and regulations. Also provide information as to whether there is any current litigation pending alleging a violation of state or federal fair employment provisions.

9. Proof of Insurance

The proposal must include the name of the consultant's insurance carrier, the policy coverages and limits, and expiration dates.

Upon contract award, the successful responder shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

Without limiting Consultant's indemnification of City, upon contract award and prior to commencement of work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its

officers, officials, employees and agents shall be additional insureds under such policies.

- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

10. City of Madera Business License Status

Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the bidder already have his/her license, please include a copy with your submittal.

11. References

Please provide the company name, contact person, and telephone number for at least five recent customers that the City may contact regarding your company's services. Additionally, if any recruitments you have conducted within the last two (2) years did not result in viable candidates after the first round of advertising, please provide the job title for which you were recruiting along with customer contact information.

12. Sample Agreement

A sample agreement is provided with this RFP as Exhibit A. Please indicate any changes or modifications you would require to the agreement should you be selected as the consultant of choice.