

Issued: March 28, 2014

**REQUEST FOR PROPOSALS  
PROFESSIONAL SERVICES**

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees for providing an Executive Search Services - City Manager. The information submitted, including experience, qualifications, fee schedule, and information requested as a part of this Request for Proposal will be reviewed for the purpose of selecting the successful firm. The City is desirous of receiving proposals for an amount not to exceed a specified dollar figure. The proposal submitted should cover any and all expenses related to the project.

The City of Portage reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, negotiate or take what other action is appropriate as determined by the City to be in the best interest of the City.

Questions regarding the scope of work to be accomplished may be directed to Robert Luders, Director of Finance and Purchasing at (269) 329-4531 (telephone). Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to Purchasing Department at (269) 329-4534. Proposals may be mailed or delivered to the City of Portage Purchasing Department, 7900 South Westnedge Avenue, Portage, Michigan 49002. Sealed envelopes should be plainly marked:

REQUEST FOR PROPOSAL: *Executive Search Services- City Manager*

FOR OPENING: *3:00 p.m., April 25, 2014*

# 1 CITY OF PORTAGE INSTRUCTIONS FOR PROPOSAL SUBMISSION

## 1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

## 1.2 Withdrawal of Proposals

1.2.1 Any Firm may withdraw its proposal, either personally, by facsimile or by letter, at any time prior to the scheduled closing time for receipt of proposals.

1.2.2 Each proposal shall be considered binding and in effect for a period ninety (90) days after the closing date.

## 1.3 Opening of Proposals

1.3.1 Proposals will be opened and evaluated as soon as practical after the closing date and time set forth in cover page.

## 1.4 Proposal Form

1.4.1 Whenever forms are provided, each proposal shall be made on the form provided and shall be submitted in a sealed envelope bearing the title of work and the name of the Firm, and shall be signed by an individual authorized to execute the proposal on behalf of the Firm. The requested extra copies must be submitted with the original proposal.

1.4.2 Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. It is recommended that if an alternate proposal is to be suggested that the Firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable, the city reserves the right to reject the proposal.

1.4.3 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the Firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

## 1.5 Non-Discrimination

1.5.1 Upon submission of a proposal, the Firm agrees that it will comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, providers are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex, sexual orientation, or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Michigan laws.

## 1.6 Insurance

1.6.1 The successful Firm agrees to provide insurance as outlined below:

1.6.2 Comprehensive General Liability Insurance:

Bodily Injury - at least \$1,000,000/occurrence  
Property Damage - at least \$1,000,000/occurrence  
Personal Injury - at least \$1,000,000/occurrence

1.6.3 Motor Vehicle Liability Insurance:

Bodily Injury - at least \$1,000,000/occurrence  
Property Damage - at least \$1,000,000/occurrence  
Personal Injury - at least \$1,000,000/occurrence

1.6.4 It shall be the responsibility of the Firm to ensure that each subcontractor utilized by the Firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

## 1.7 Indemnification

To the fullest extent permitted by Laws and Regulations, the Firm, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the

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Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Firm, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Firm shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Firm under the terms of the contract.

## 1.8 Representations

1.7.1 If any questions or responses require revision to the Request for Proposal as originally published, such revisions will be by formal amendment only. All questions must be submitted in writing no later than 5:00 p.m., April 11, 2014 to Robert Luders at ludersr@portagemi.gov.

## 1.9 Project Information Sheet

1.8.1 Responsive proposals must include a fully executed interested party information sheet located in the document proposal. This document is self explanatory.

## 1.10 Proposals

At a minimum, proposals shall include the following:

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- 1.10.1 A project information sheet in format provided in the Request for Proposal package (10 copies).
- 1.10.2 A complete description of search approach, recruiting strategy, process, steps and procedures (10 copies)
- 1.10.3 References from 5 similar public or municipal searches performed over the past 2 years (10 copies).
- 1.10.4 Names and biographies of consulting staff assigned to the project.
- 1.10.5 List of recent Firms executive search clients and the position recruited.
- 1.10.6 Description of corporate qualifications and relevant experience of the Firm.

Interested Firms may also provide any additional information not otherwise requested that may aid the responsible parties in award of this professional service contract. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired.

#### 1.11 Award Criteria

- 1.11.1 Qualifications of Firm, to include some public sector search experience.
- 1.11.2 Track record of success in similar search assignments.
- 1.11.3 Favorable pricing.
- 1.11.4 Favorable references.
- 1.11.5 Qualifications and experience of staff assigned to the search.

Award criteria are not necessarily listed in priority order.

Evaluation of the above criteria shall be the responsibility of the City. Regretfully, the number and quality of proposals received may logistically prohibit the possibility of providing every Firm with the opportunity to make a formal presentation. Therefore, Firms are encouraged to take maximum advantage of representing the qualities of the Firm through its proposal presentation.

No contract is created until it is executed by all parties.

## 2 SCOPE OF THE PROJECT

### 2.1 Purpose and Background

The City of Portage covers 35.2 square miles, situated in the southwest part of the State of Michigan. Located halfway between Chicago and Detroit the city has convenient access to two major highways, creating a stable local economy.

Recovering from the recent economic challenges the past two years, the city's declining property tax revenues have realized a 3.2% increase in the General Fund property tax revenue for the fiscal 2012-13 period. Although the lingering recessionary conditions prevail to impact city resources and ability to address service needs, expenditures were aggressively managed in 2012-13 to ensure the most appropriate application resources.

The City of Portage is the unit of government in Kalamazoo County with the largest Assessed Value (regular tax roll). Portage has a well-balanced and diversified economy. Residential uses account for 55% of the property value, industrial 22% and commercial 23%. The continued diversification and growth of the local economy and tax base is viewed as essential to the community. In an effort to ensure a healthy economy, over the past several years the City of Portage implemented four major initiatives: Industrial Development, Community Investment Initiative, Commerce Square Enhancement Initiative, and South Westnedge Avenue Enhancement Project. After several years of minimal activity, single-family residential development is increasing. The creation of a Brownfield Redevelopment Authority also has provided an important economic incentive for the environmental clean-up and redevelopment of several previously contaminated sites.

The City of Portage has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada (GFOA). This award was presented for the city's comprehensive annual financial report for the fiscal year ended June 30, 2012 and represents the twenty-sixth consecutive year the city has achieved this prestigious award. In addition the city also received the GFOA Award for Distinguished Budget Presentation for the annual budget for the fiscal year 2012/2013.

Recently, the City Manager has tendered his resignation as he is retiring after 8 years of service to the City. The City Council is seeking executive search services to lead and conduct the recruitment of a new City Manager. The selected Firm will work with the City Council to provide, at a minimum, the following level of services:

2.2 Work with the City Council to establish a timeline for the recruitment of the City Manager.

2.3 Plan and execute an effective recruitment process for the position, using the job description provided, including skills, competencies and experience requirements  
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approved by City Council as a guide. The process should include a strategy for recruiting a diverse applicant pool and be focused on recruiting talent from the Midwest or with ties to the Midwest.

- 2.4 Provide City Council with at least 6 and no more than 10 qualified candidates for the City Manager position. All candidates presented must be thoroughly pre-screened for their ability and desire to relocate to the region (if necessary), salary expectations, and fit for provided skills, competencies and experience requirements.
- 2.5 Assist City Council with selection of candidates to interview.
- 2.6 Assist with the interview process including assessment of candidate's interest following each interview and making recommendations as requested.
- 2.7 Complete reference checking process for finalist candidate prior to an offer being presented. Reference checking process will include thorough references from three previous supervisors, background checks and verification of academic credentials.
- 2.8 Assist with the development of a compensation package for the successful candidate, managing the negotiation process with the candidate through to acceptance of the offer.

### 3 CONSULTANT RESPONSIBILITIES AND TASKS

#### 3.1 Extra Work

During the period of this contract there may be occasions when extra services are required which is not part of this contract. The Firm shall indicate the hourly rate to be paid for extra work on Section 4.5 of the Project Information Sheet. Rates for any expense items related to extra work shall also be indicated on the Project Information Sheet (i.e., copy/duplication, telephone calls, lodging, mileage, etc.). The hourly rates provided shall be inclusive of all labor, overhead, and profit. Costs for services provided in these situations will be negotiated at the time of each occurrence and will be based on the rates quoted. Any such work must have pre-approval of the City contract administrator. The City will not be responsible for additional invoices for work or materials that did not have written pre-approval.

#### 3.2 Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social

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security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any City of Portage fringe benefit programs.

3.3 Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the Firm agrees to do the work covered by the contract in conformity within a reasonable time frame which will be mutually established and agreed upon by the City Council and the Executive Search Firm. Firm agrees to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time.

A recommended timetable for the project shall be as follows:

Request for Proposals due.....	April 25, 2014
City Council proposal review .....	Week of April 28, 2014
Contract Award.....	May 2, 2014
Initiation of search .....	May 5, 2014
Search Firm presents 6-10 candidates to City Council.....	July 7, 2014
City Council identifies candidates to be interviewed .....	July 14, 2014
First round of candidate interviews .....	July 28 – August 8, 2014
Second round of interviews .....	August 11-22, 2014
Selection of City Manager complete .....	September 2, 2014

3.4 Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the City Contract Administrator, shall, at the written request of the City Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the City Contract Administrator.

3.5 Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the Laws of the State of

Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

3.6 City Contract Administrator

The Mayor or his designated representative shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

3.7 Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Firm will appoint a Project Lead who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Project Lead shall have fully authority to act on behalf of the Firm and all communications given to the Project Lead shall be as binding as if given to the Firm. The Project Lead shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

3.8 Payment Terms

The Firm shall be paid in three equal installments. The first installment shall be paid upon execution of the contract. The second installment shall be paid thirty (30) days from the date of the execution of the contract. The third installment shall be paid upon acceptance of an offer of employment by a Candidate.

3.9 Billing and Payment

The Firm shall present an invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service. The City will not pay any interest penalties for late payments.

3.10 Guarantee

In the event that the Candidate hired resigns or is terminated with or without cause within one (1) year from the date of hire the Firm will, upon notice from City of Portage within thirty (30) days of the date of resignation or termination, provide Services to replace the Candidate for no additional Service Fee.

Firm expressly agrees not to solicit or otherwise recruit any employees of the City of Portage during the term of the contract, and any extensions thereof, and for a period of three (3) years thereafter.

3.12 Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm. The Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the City Contract Administrator.

3.13 Termination for Convenience

This Contract may be terminated by the City upon not less than 15 days written notice to the Firm. In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed to date, in accordance with the terms of the Contract. Termination not the fault of the Firm shall not give rise to any claim against the City for damages or for compensation in addition to that provided under this Contract. Such pay so made to the Firm shall be in full settlement for services rendered pursuant to this Contract.

3.14 Termination for Default

The City may, by written notice to the Firm, terminate the right to proceed as to the whole or any part of the contract; (1) if the Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Firm fails to adequately perform any other provisions of the contract. The Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Firm or subcontractors.

4 **CITY OF PORTAGE PROJECT INFORMATION SHEET**

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

4.1 Please indicate the response that best describes your business:

\_\_\_\_\_Sole Proprietor    \_\_\_\_\_Partnership    \_\_\_\_\_Corporation

\_\_\_\_\_Other (please explain)\_\_\_\_\_

4.2 Firm Name:\_\_\_\_\_

Address:\_\_\_\_\_

Telephone Number:\_\_\_\_\_ Fax:\_\_\_\_\_

First Date in Business:\_\_\_\_\_

4.3 Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the project?

\_\_\_\_\_Yes    \_\_\_\_\_No

If yes, please explain (use additional Page)

4.4 Is your Firm up for sale? \_\_\_\_\_Yes    \_\_\_\_\_No

If yes, please explain (use additional page).

4.5 If it becomes necessary to perform extra work as defined in Section 3.8, the following hourly rates will apply:

4.5.1 Owner/Partner:\$\_\_\_\_\_ /hour

4.5.2 Professionals: \$\_\_\_\_\_ /hour

4.5.3 Clericals: \$\_\_\_\_\_ /hour

4.5.4 Others (Please Identify)

Rates quoted should be inclusive of all expenses including, but not limited to personnel services, fringe benefits, overhead, and profit required by the Firm.

4.5.6 Please list any expense rates that may apply to extra work. If no expense rates are indicated, no expenses will be allowed. Expenses and Charge Back Rates:

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4.6 Subcontractors

4.6.1 Do you propose to use any subcontractors to perform work in accordance with this proposal?  Yes  No. (If yes, please identify subcontractor and work to be performed.)

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4.7 A Project Information Sheet (10 copies) and a Request for Proposal Cost Page (10 copies) are required for submission as a part of these specifications. Have all items been included with your proposal?

Yes  No If answer is no, please explain.

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4.8 The award of the contract for professional services is based upon the scope of work listed in RFP. Is this document, as proposed, acceptable to you if you were to be awarded the bid?  Yes  No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

4.9 Section 3.3 establishes a tentative timeline for this project. Can your Firm implement the project fully and professional within the timeline outlined?

Yes  No  
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If no, please explain why the timeline cannot be met and provide a timeline below that addresses the major landmarks addressed in Section 3.3 {use additional Page(s) if necessary}.

- 4.10 Attach a list of 5 similar searches performed over the past 2 years. Include position filled, name of organization and contact person, along with their email address and phone number (s).
- 4.11 What corporate qualifications does your firm bring to this search?
- 4.12 Provide a complete description of your search approach, methods of recruiting qualified candidates, processes, steps and procedures.

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 4.2 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Please Print)

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

5 **CITY OF PORTAGE REQUEST FOR PROPOSALS**

I the undersigned, certify that I have read and fully understand all of the specifications supplied by the City of Portage in this Request for Proposals.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE PROPOSAL PAGE.

I propose to provide professional services as specified in the Request for Proposals, except as outlined on the attached sheet entitled "Exception to Specification", for the total sum of:

\_\_\_\_\_ \$ \_\_\_\_\_  
(in words)

If you cannot submit a proposal in the format requested, please attach a schedule of total compensation that will cover any and all expenses and services related to the project.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.

No contract is created until it is executed by all parties.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_