



Town of Waxhaw

REQUEST FOR PROPOSALS

For

Executive Search Services for Town of Waxhaw Town Manager

August 30, 2019

Important Dates
Closing Date of Written Requests for Additional Information: September 13, 2019
Written Responses to Written Requests for Additional Information: September 20, 2019
Proposals Due: September 30, 2019
Interviews with Finalists (if necessary): Week of October 14, 2019
Anticipated Date of Contract Award: October 22, 2019

Inquiries involving this Request for Proposal shall be submitted in writing (email is acceptable) and received no later than September 13, 2019; responses for additional information will be provided in writing by close of business on September 20, 2019. Inquiries and proposals shall be submitted to:

Via US Mail
Wendy Davenport
Human Resources Director
PO Box 6
1150 N. Broome Street
Waxhaw, NC 28173

Via Email
wdavenport@waxhaw.com



Dear Respondent,

The Town of Waxhaw North Carolina is seeking competitive proposals from qualified Executive Search Consultant Firms to perform executive search services in assistance to the Waxhaw Board of Commissioners in its search for the position of Town Manager, and in accordance with all terms, conditions, and scope of work as set out in this Request for Proposals (RFP).

The Town of Waxhaw reserves the right to reject any or all proposals and to waive any irregularities therein, and to accept the proposal most advantageous to the Town.

Inquiries regarding this RFP should be directed to Wendy Davenport, Human Resources Director, by email at wdavenport@waxhaw.com by the end of business on September 13, 2019.

One (1) original and five (5) copies of the proposal documents, as well electronic copy, shall be submitted in a sealed envelope or envelopes to the Human Resources Director at 1150 N. Broome St. P.O. Box 6, Waxhaw, NC 28173 by September 30, 2019. The envelope(s) shall be clearly marked on the exterior denoting the name of the submitting Firm and the proposal name (Executive Search Services for Waxhaw Town Manager).

We look forward to receiving your proposal.

Sincerely,

Wendy Davenport
Human Resources Director
Town of Waxhaw

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SECTION 1. PURPOSE AND INTRODUCTION

The Town of Waxhaw is soliciting a Request for Proposals from qualified Firms to assist in the selection of a Town Manager in accordance with the terms, conditions and scope of work in this RFP. The Town seeks to contract for expertise it does not have internally to provide a permanent replacement search for this position. The Firm shall specialize in recruitment for municipal organizations and/or have extensive executive-level personnel recruitment experience.

SECTION 2. MISSION STATEMENT

The unique character of Waxhaw is preserved and enhanced through responsibly serving residents, visitors and the business community with integrity and innovation.

SECTION 3. VISION STATEMENT

Waxhaw is a friendly, vibrant and prosperous Town where history and creativity build an enduring, safe and healthy community for people of all ages to live, learn, work, play or grow a business.

SECTION 4. BACKGROUND

Waxhaw is a multi-service town with a general fund operating budget for FY 2020 of \$12,035,750. Incorporated in 1889 and located approximately 2 miles from the border of South Carolina and 20 minutes from Charlotte, NC in Union County, Waxhaw has a population of 16,181 and is one of the fastest growing towns in Union County. The Mayor and Town Board, also known as the Board of Commissioners, are seeking an experienced Town Manager to assist them in moving the town forward during a very progressive time. Waxhaw operates with a Council-Manager form of government, with the Town Board consisting of a Mayor and five Commissioners, all elected at large for four-year staggered terms. Three positions are up for election in November 2019. Town departments include Police, Parks & Recreation, Planning, Development Services, Public Services and Human Resources. The departments also encompass downtown development (Main Street), building inspections, code enforcement, finance, communications, technology, and the Town Clerk's office. The Town of Waxhaw has approximately 75 full-time employees.

SECTION 5. PROPOSAL REQUIREMENTS

The Town will consider proposals from Executive Search Firms with specific experience and success in recruiting Town Managers. The Town reserves the right to make the final hiring decision.

SECTION 6. EXECUTIVE SEARCH FIRM EXPERIENCE

All proposals must include ability to or demonstration of:

1. Extensive experience and successful placement of Town Managers.
2. Ability to assess and determine community, city and department needs and expectations in order to develop an accurate and inclusive position profile.
3. Ability to present, establish and maintain an applicant pool of potential candidates for this position.
4. Ability to actively recruit candidates that will meet the needs and expectations of the community and Board of Commissioners.
5. Ability to assist with interview panels.
6. Assist with preparation and placement of position announcements.
7. Identification of specific services to be provided (i.e. candidate screening process, background check, reference check, etc.).
8. Advertise in appropriate municipal journals and with professional organizations.
9. Receive and screen applications against developed profile.
10. Conduct initial screening interviews, contact references and complete background checks.
11. Rank candidates in order of recommendation to the Board of Commissioners.
12. Coordinating finalist candidate interviews.

SECTION 7. SCOPE OF WORK

1. Develop a candidate profile through interviews with the Town Board, Management, and community members (together and separately); interview with a group of other agency department heads.
2. Propose a tentative schedule of events for the recruitment process based upon a potential contract announcement for the new Manager in early 2020.
3. Review compensation and recommend changes based on market and competitive positions.

4. Advertise the position both locally and nationally. Directly solicit candidates with exceptional qualifications.
5. Review initial applications and how well they match with the candidate profile, as well as provide the Town information on all candidates.
6. Serve as a source of information for potential candidates with questions about the position, Town and region.
7. Identify the top tier of candidates and conduct interviews with sufficiently qualified candidates to determine finalists.
8. Conduct detailed background checks on candidates.
9. Facilitate candidate interviews with the Town Board and management staff.
10. Coordinate all correspondence, travel arrangements, and recordkeeping.
11. A description of the Firm's guarantee for high quality executive management placement.

SECTION 8. SUBMISSION OF PROPOSALS

One (1) original, five (5) copies, along with one (1) electronic copy shall be submitted, in a sealed envelope or package to Wendy Davenport, Human Resources Director, at 1150 N. Broome St., P.O. Box 6, Waxhaw, NC 28173 by September 30, 2019.

In submitting the Proposal ("Proposal") as herein described, Firm represents warrants and covenants that:

1. Firm has carefully examined the specifications and all provisions contained in the Request for Proposal relating to items to be furnished, the work to be done, and understands the meaning, content and requirements of and agrees to the same.
2. Firm will enter into a written contract with the Town specifying the terms and conditions set forth in this RFP, including the services and rates proposed for the Town's consideration.

SECTION 9. EVALUATION CRITERIA

The criteria used to select a Firm include the following factors:

1. Specialized experience and technical competence of Firm with respect to the type of services required.
2. Past record of performance of Firm with respect to such factors as successful placement, control of costs, quality of work, and ability to meet schedules.
3. Firm's familiarity with the area in which the project is located.
4. Proposed schedule of fees.

SECTION 10. SELECTION PROCESS

The Board of Commissioners will review and evaluate the proposals of each Firm based on: A. Qualifications and Experience; B. Past Performances and References; C. Evaluation of the Firms Project Team; D. Methodology; E. Completion Timeline; F. Cost. Firms may be selected for interviews or questioned for clarification by the Town; however, the Town may choose to proceed without interviewing any Firms. If interviews are performed they will take place the week of October 14, 2019.

SECTION 11. MISCELLANEOUS

1. Incurring Costs

This Request for Proposals does not commit the Town to award a Contract or to pay for any cost incurred by successful or unsuccessful Firm in the submittal of this request.

2. Schedule

It is anticipated that the Board of Commissioners would review the proposals and determine the most responsive proposals and perform any information requests or interviews the weeks of October 14, 2019. The anticipated date for award of a contract by the Town Board is October 22, 2019.

3. Confidentiality

In the event any Firm submitting a proposal shall include any information deemed "proprietary or confidential" such information shall be clearly marked. The Town as a public entity cannot and does not warrant that information will not be disclosed.

4. Logo

The Town's logo is trademarked and should not be used in responding to this proposal.

5. Conflict of Interest

The Firm will disclose all business interests or family relationships with any Town officer or employee who was, is, or will be involved in the Firm selection, negotiation, drafting, signing, administration, or evaluating the Firm's performance. As used in this section, the term "Firm" shall include any employee of the Firm who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a civic leader, elected official, city officer or employee described above. Through submittal, Firm certifies to the best of their knowledge, that they have no conflict of interest regarding provision of the services as detailed herein. Firm will inform the Town if a potential conflict of interest arises during the period in which services are rendered.

6. Non-Discrimination

The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Firm shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this anticipated contract. A breach of this provision may be grounds for Contract termination.

7. Evaluation

It is the Town's purpose in evaluation of the Proposal Responses submitted by Firm to determine the response that is best suited to meet the needs of the Town at the best value. Any final selection of a Firm does not imply that one Firm is superior to another, but depicts that in the judgment of the Town, that Firm will provide the best overall solution for the current and projected needs of the Town.

8. Agreement and Term

The selected Firm will enter into written contract (the "Agreement") with the Town of Waxhaw with the terms and conditions set forth herein and provide service at the rates submitted in the accepted Proposal Response. The term of the Agreement shall proceed through the selection and integration of the proposed candidate or until such services are no longer required by Town. The resulting contract will be subject to termination by the Town in the event of sale or destruction of the facilities or misfeasance, nonfeasance or malfeasance of the Firm.

9. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. The Firm shall at all times observe and comply with all Federal and State laws, all local laws, ordinances, and regulations existing at the time of or enacted subsequent to the execution of the contract which, if in any manner, affect the prosecution of the work. The Firm shall indemnify and save harmless the Town and all of its representatives, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his sub-Contractors.

10. Town to be Indemnified and Held Harmless

The anticipated contract shall require that the Firm covenants and agrees to release the Town and any municipal partners from any and all liabilities of any kind or nature in which the right, cause of action or claim of any kind or nature whatsoever may hereafter accrue to the Firm, its employees or agents, by virtue of the anticipated contract between the Firm and the Town. Firm further covenants and agrees to indemnify and hold the Town harmless from any and all claims, rights or causes of actions or damages of every kind and nature whatsoever which may arise as a result

of the anticipated contract between the Town and the Firm and Firm shall defend or pay the cost of defense of the Town arising by virtue of any claim or cause of action for damages. Firm agrees to pay any and all amounts which the Town may be required to pay for damages or amounts which the Town may be required to pay for damages or compensation connected with any claim arising by virtue of the anticipated contract between the Firm and the Town. Firm further agrees to furnish a Certificate of Liability Insurance to the Town.

11. Firm's Declaration

Firm will not be permitted to use, to its advantage, any omission or error in the Request for Proposal, the specifications, requirements, or the contract documents and the Town reserves the right to issue new instructions for such error or omission if originally specified. Through submittal Firm states that they have examined the information and conditions surrounding the operation of the service contemplated by the Proposal, and is familiar with the requirements as to equipment, supplies and labor of such undertaking; and that Firm has carefully prepared, examined and checked the Proposal to ascertain that no mistake or error is contained the Proposal; and that Firm will make no claim for correction or modification after the closing time for the receipt of the proposals.

12. Payment Terms

The Firm shall include a proposed milestone billing schedule in their response for the Board of Commissioners' consideration of inclusion in the final agreement. All requests for payment shall be submitted to the Human Resources Department located at 1150 N. Broome St., P.O. Box 6, Waxhaw, NC 28173. Billing submitted shall only include approved costs; any additions that have not been approved by the Town shall be excluded for payment. Payment on billing will be issued within thirty (30) days following receipt of complete documentation as is required for the project in question.

13. Invoicing

All contracted work completed must include the following information on the related invoice for payment.

- a) Contract or Purchase Order Number
- b) Date of invoice
- c) Invoice number

- d) Description of Service(s)
- e) Payment amount requested

14. Questions and Clarifications

All questions related to this RFP shall be submitted in writing via email to Wendy Davenport, Human Resources Director at wdavenport@waxhaw.com by close of business day on September 30, 2019. Any contact by Firm in regard to this Request for Proposals with Town personnel other than those defined above may be considered grounds for dismissal of Firm's Proposal Response.

15. Amendment Issuance

If Firm has any questions which arise concerning the true meaning or intent of the specifications or any other requirements stated herein, the Firm shall request that an interpretation be made in an Addendum. Failure to request an Addendum governing any such question by the date specified herein shall not relieve the respondent from delivery in accordance with the intent of the specifications. If it becomes evident that the material contained within this Request for Proposal requires amendment, the Human Resources Director shall issue a formal written amendment to these documents for distribution to all known prospective respondents. The issuance of an amendment may be released until the stated date and time of proposal receipt. If in extreme circumstances, it is deemed necessary by the Town, an amendment may extend the current proposal receipt deadline.

16. Proposal Acceptance

- a) The Town of Waxhaw reserves the right to accept proposals in whole or in part, and to reject any and all proposals, and to negotiate separately as necessary to serve the best interests of the Town.
- b) Notifications of award will be made by the Human Resources Director following passage of a resolution by the Town Board accepting the proposal.
- c) The proposal must remain valid for at least ninety (90) days after submittal date.

