

May 17, 2018

CITY OF LOCKPORT
REQUEST FOR PROPOSAL

Executive Search Services – Police Chief

1. INTENT AND GENERAL INFORMATION

The City of Lockport, (“City”) is seeking proposals from qualified firms for Executive Search Consultant Services in accordance with the Scope of Work specified in this Request for Proposals (RFP). An award will be made to the firm that demonstrates experience and expertise in executive recruitment for municipal/public sector that proposes reasonable fees and meets the requirements of this RFP.

The City of Lockport, located in Niagara County, New York, is a vibrant community of approximately 21,000 citizens that combines small-City character and charm with office, commercial and manufacturing activity. The City is located in the center of Niagara County approximately 18 miles east of Niagara Falls and 18 miles north-east of Buffalo. Residents have a choice of quality public and private schools, a safe environment and a wide range of retail and cultural amenities. The City employs approximately 200 full-time employee and several dozen part-time and seasonal employees.

The Lockport Police Department has 48 sworn officers (including 11 lieutenants, 5 detectives and 2 command positions), and 3 full-time civilian support positions.

More information about the City and the array of services provided can be found at www.lockportny.gov

2. SUBMISSION, DEADLINE & QUESTIONS

All proposals shall be submitted in electronic document (PDF) format to the following email address: rpasceri@lockportny.gov. All proposals shall be clearly marked with the words “RFP Executive Search Services – Police Chief Position”. The City of Lockport takes no responsibility for emails that are undeliverable or delayed and it is the responsibility of the submitter to get email confirmation.

All proposals must be received by 4:00 p.m. Monday, June 15, 2018. Proposals received after that time will not be considered.

As an option, an original and three (3) copies of the proposal may be placed in a sealed envelope bearing the name and address of the consultant and clearly marked with the word "RFP Executive Search Services – Police Chief Position." Proposals should be delivered to:

Richelle Pasceri, City Clerk
One Locks Plaza
Lockport, NY 14094

All proposals will be opened publicly and recorded as received. There will be no public reading of proposals or viewing of proposals.

Questions about the Scope of Services or the RFP may be directed to: Mayor Anne McCaffrey, phone: 716-439-6664 or amccaffrey@lockportny.gov. All information given by the City of Lockport, except by this RFP, and written addenda (if necessary), shall be informal and shall not be binding upon the City of Lockport.

All proposals shall remain firm and cannot be withdrawn for a period of 90 days after receipt.

3. QUALIFICATIONS

Eligible Consultants need to have and demonstrate the following qualifications:

- a) Experience and expertise with regard to completing executive search services for public sector clients.
- b) A proven track record of recruiting executive management positions such as police chief, fire chief, city / City manager.
- c) Demonstrated experience in understanding and gathering input from various internal and community stakeholders.
- d) Proven capability to identify and recruit diverse qualified candidates who may be in the job market as well as those who may not be actively searching for a new position.

4. SCOPE OF SERVICES

The Consultant will be expected to work with City staff to perform services as follows:

1. Work with City representatives to develop a detailed candidate profile and the criteria that will be used to evaluate candidates. The process used to develop the profile and requirements should involve key stakeholder groups including elected officials and City management.

A review of the compensation and benefits for such positions with respect to municipalities in similar size, geography and responsibilities to Lockport, and to make a recommendation to the Mayor and Director of Finance.

2. Design an appropriate marketing program for the required position, including but not limited to:
 - Contacting professional associations
 - Advertising in various professional journals and publications (print and digital)
 - Developing and distributing position brochures to appropriate audiences

- Identify and market position to potential candidates
3. Design, recommend and implement an inclusive selection process which includes input and involvement from a range of stakeholders.
 4. Screen candidates using the pre-established criteria to include personal interviews and reference checks.
 5. Provide all documentation submitted by potential candidates and any related documentation from the recruitment process.
 6. Assist the City in the interview / assessment process, including but not limited to:
 - Designing the most beneficial interviewing / assessment process, including assisting in the development and facilitation of other assessment methods; and
 - coordinating schedules, teleconferencing, and/or travel arrangements.
 7. Conduct background and reference checks for the top candidates, as required.
 8. Assist the City with negotiation process, as required.
 9. Provide City staff with the status of search on a weekly basis.
 10. Handle administrative details such as correspondence and communication with candidates including notification of receipt of resumes and at the conclusion of the process.

5. TERM OF CONTRACT AND PRELIMINARY SCHEDULE

The City is seeking to have the scope of services completed and position filled by mid-calendar year 2018. The term of the contract to perform these consulting services will be as negotiated between the City of Lockport and the selected Consultant.

The preferred project schedule is shown below:

May 21, 2018	RFP Issued
June 15, 2018	Proposal Due by 4:00 p.m.
June 18 - 20, 2018	Interviews with selected respondents completed
June 20, 2018	Contract awarded
September 1, 2018	Offer Position

6. CONTRACT MANAGEMENT

The selected Consultant will assign one qualified individual, who will be the Consultant's project manager, responsible for directing and coordinating the activities of the Consultant's personnel and any subcontractors in all aspects of the project.

The City of Lockport may elect to meet with any, all, or none of the Consultants prior to selection to clarify their proposal.

The City of Lockport reserves the right to reject any or all of the proposals submitted. The City of Lockport reserves the right to negotiate the cost of this proposal and to award the work to a Consultant other than the Consultant with the lowest cost, and make an award that is in the best interest of the City.

7. **PROPOSAL CONTENT**

The proposals shall include:

A. Experience, Expertise and Capabilities

- i. Information about the Consultant. The name, location, mailing address, telephone number, email address, FEIN and other pertinent information for the Consultant. The proposal must also identify and provide contact information for: 1) the individual with authority to negotiate and contractually bind the Consultant and 2) for those who may be contacted for the purpose of clarifying the information provided in the proposal.
- ii. Philosophy Statement. A statement of the Consultant's philosophy and approach in undertaking consulting services of the nature outlined in the RFP.
- iii. Summary of Relevant Experience and Ability.
 - a. *Experience.* Details on the firm's experience with other municipalities and similar positions.
 - b. *Personnel Listing.* A complete listing of the staff identified in the work plan by position, their roles, responsibilities, and estimated percentage of time they will be committing to the project, along with their resumes. Each resume shall include the individual's relevant qualifications and experience. The project manager must be clearly identified and include information that reflects a track record of successful project management for similar engagements during the past five years. All sub-consultants must be identified including their roles, responsibilities, and estimated time they will be committing to the project.
 - c. *References.* Identify and provide a brief summary of work completed in the last five years for at least five organizations and projects that are similar in size and complexity. In addition, provide the name, title, address and telephone number of a contact person from each organization for whom these comparable services were provided, and provide name of Consultant staff who was responsible for working with those entities.

B. Project Approach

- i. Work Plan. Outline the anticipated approach, methodology and strategies to be used, name of staff performing the tasks and hours required to complete the scope of services in this RFP. Include a preliminary project calendar based on information in Section 5. Include approach to be used to ensure effective communication with City staff.

- ii. Services Expected of the City. Identify the nature and scope of the services and information to be provided by the City.
- iii. A Letter of Transmittal. Include a statement accepting all terms and conditions and requirements contained in this RFP and the agreement that shall be negotiated.

C. Price

i. Cost Proposal.

A cost proposal addressing the elements of the work to be performed shall be submitted and should include a “not to exceed” price. This proposal shall be in sufficient detail to include the task and number of hours required and a total price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. The Consultant shall indicate any and all costs that are considered necessary for the completion of the project. The City shall use this figure as a basis for a negotiated agreement resulting from this RFP.

D. Additional Data

- i. Any additional information that the Consultant wishes to bring to the attention of the City that is relevant to this RFP.

All proposals must be signed by the Consultant’s authorized official or the proposal will not be accepted.

The City of Lockport will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a selection committee(s).

8. **CONDITIONS**

All consultants must adhere to the following conditions:

- a. All proposals in response to this RFP are to be the sole property of the City. Consultants are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- c. The City may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. It is the Consultant’s responsibility to monitor the City’s website for amendments. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At its option, the City may provide all

Consultants with a limited opportunity to remedy any technical deficiencies identified by the City as a result of their initial review of proposals.

- d. Any additions, deletions or changes in the Consultant's personnel assigned to this project must be approved by the City, with the exception of personnel who have terminated employment. At its discretion, the City may require the removal and replacement of any of the Consultant's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- e. All subcontractors hired by the Consultant must have prior approval from the City.
- f. The Consultant represents and warrants that the proposal is not made in connection with any other Consultant and is in all respects fair and without collusion or fraud.
- g. All responses to the RFP must conform to instruction. Failure to comply with any requirement of this RFP may be considered appropriate cause for rejection of the response.
- h. The contract document will represent the entire agreement between the Consultant and City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract until the successful Consultant is notified that the contract has been accepted and approved by the City. The contract may be amended only by means of a written instrument signed by the City and the Consultant.
- i. Conflict of Interest. Please note that the City has a Code of Ethics that the City asks Consultants to abide by. The Code forbids certain City employees from working for parties that may seek City business within six months of separating from the City. The Code also restricts City employees and officials from taking gifts, favors, etc. from parties that may conduct business with the City. See the City's ordinances online for more information.

9. EVALUATION OF PROPOSALS

The following criteria are expected to be among those used in the selection process. They are presented as a guide for the Consultant in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a) Proposed Project Approach. Emphasis will be on grasp of the scope of service, soundness of approach, effective use of time and the quality of the overall proposal.
- b) Proposed costs.
- c) Experience, expertise, and capabilities of the Consultant.
- d) Professional references.

10. AWARD

The City intends to award a contract to one or more Consultants, but recognizes that sub-consultants may be utilized to complete certain phases or components of the study. The City will make an award that is in the best interests of the City of Lockport.

12. RIGHTS RESERVED TO THE CITY

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Consultant is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

The City reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the award of a contract already made to a Consultant and subsequently awarding the contract to another Consultant. Such action on the part of the City shall not constitute a breach of contract on the part of the City, as the contract with the initial Consultant is deemed to be invalid from the outset and of no effect, as if no contract ever existed between the City and the Consultant.

While cost is a consideration, the City reserves the right to select a proposal or proposals in whole or in part, which the City deems best meets the goals of this report regardless of cost, and that is in the best interests of the City of Lockport.

During the evaluation process, the City reserves the right to request additional information or clarification from vendors. At the discretion of the City, firms submitting proposals may be requested to make an oral presentation as part of the evaluation process.

12. INSURANCE AND INDEMNIFICATION

A. Insurance

The selected Consultant shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the City of Lockport as the Additional Insured will be grounds for termination of the contract.

i. Commercial General Liability Insurance

The Consultant shall provide Commercial General Liability (CGL) insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

ii. Commercial Automobile Liability Insurance

The Consultant shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

iii. Worker's Compensation Insurance

The Consultant shall provide Worker's Compensation Insurance in the required amount as applies to the State of New York and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

iv. Umbrella Liability Insurance

The Consultant shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

v. Professional Liability Insurance

The Consultant shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate.

Each Policy of Insurance, with the exception of Professional Liability and Worker's Compensation policies shall include a waiver of subrogation in favor of the City of Lockport and shall provide no less than thirty (30) days notice to the City in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the City of Lockport as an additional insured.

Certificates of Insurance, acceptable to the City of Lockport shall be delivered to the City prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Consultant shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

B. Indemnification

The Consultant shall indemnify and hold harmless the City of Lockport and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the performance of the work.

C. Additional Terms and Conditions

The Consultant shall provide services as set forth in the proposal and in accordance with the terms identified herein.

- i. Invoices. The City of Lockport will pay the Consultant for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered. The City reserves the right to request substantiating information on any bill submitted. The City will, within 30 days of an approved invoice, pay the amount to the Consultant.
- ii. Court Litigation and Waiver of Jury Trial. Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.
- iii. Mediation. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Lockport City Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

- iv. Equitable Relief. Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.