

County of Charlotte
 PO Box 608
 250 LeGrande Ave; Suite A
 Charlotte Court House, VA 23923



**Request for Proposals for
 Executive Search Firm Services for County Administrator**

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

<u>Bid Number</u>	<u>Bid Due Date and Hour (Local Time)</u>	<u>Date Initiated</u>
037-211	March 26, 2018 at 4:00 pm	February 28, 2018

Address All Inquiries and Correspondence to:

County of Charlotte P.O. Box 608 250 LeGrande Avenue; Suite A Charlotte Court House, VA 23923	Monica L. Elder, Purchasing Agent Phone: (434) 542-5117 Fax: (434) 542-5248 Email: melder@charlotteva.com
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Special Instructions:

1. Responses must be signed below in ink.
2. Responses will be accepted until the date and hour shown above.
3. This inquiry incurs no obligation on the part of the County of Charlotte.
4. All proposals are considered firm for our acceptance within 90 days after the due date.
5. Charlotte County may cancel or withdraw a solicitation in whole or in part and reject any and all bids or proposals at any time prior to an award (Section 2.2-4319-Code of Virginia).

In compliance with Request for Proposal No. 037-211, and all the conditions imposed therein, the undersigned offers and agrees to furnish products/services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiation.

Name & Address of Offeror: _____ SCC Number: _____
 _____ Date: _____
 _____ Name (Print): _____
 _____ Signature: _____
 _____ Zip Code: _____ Title: _____
 FIN: _____ Phone: () _____
 E-mail: _____ FAX: () _____

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I. PURPOSE

The Board of Supervisors of Charlotte County, Virginia, herein referred to as "the County," is soliciting sealed proposals from qualified professional executive search firms to provide all labor, materials and supervision for the recruiting, selecting, and hiring of a qualified individual for the position of County Administrator. The selected consultant will design a diverse recruiting effort and conduct full background, effectiveness and performance assessments of qualified candidates and will be required to work diligently to advance the process, ensuring an expedient hire date for the new County Administrator. Offerors must have a demonstrated record in working with localities or other comparable entities in filling executive-level positions of a similar nature.

It is Charlotte County's intent that this Request for Proposal is part of a competitive procurement process which helps to serve the County's best interests while providing Offerors with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of "competitive sealed bidding." Price is not required to be the determining factor, although it may be, and the County may negotiate with one or more Offerors to arrive at a mutually agreeable relationship.

II. BACKGROUND

Charlotte County is located in rural south-central Virginia. The County's Chief Executive Officer is the County Administrator who is appointed by and serves at the pleasure of the County's elected seven member Board of Supervisors. The County Administrator is responsible for carrying out the day-to-day operations of the County in accordance with the policies of the Board of Supervisors and overseeing the general operations of the County including budget preparation, funds management, personnel management, purchasing, economic development, property management, compliance with state and federal laws and regulations, planning and zoning. He directs business and administrative policies and recommends to the Board those methods, procedures, and policies which will properly govern the County. The position of County Administrator is highly visible and requires the ability to interact throughout the community in various forums including high-profile meetings, public gatherings and public Board meetings.

The current County Administrator, who is retiring June 30, 2018, has served as the County Administrator for thirty-seven years and is the only person to have held the position. In addition to being the County Administrator, he also currently serves as the County's Zoning Administrator and Emergency Services Coordinator.

General information about Charlotte County is provided below. 2010 data is from the 2010 decennial Census. Additional information is available at www.charlotteva.com.

Fiscal Year 2017/2018 County Budget	\$27 Million (Includes \$11.5 million for the Courthouse Construction Capital Project)
Fiscal Year 2017/2018 School Budget	\$24 Million
Charlotte County Employees	156
Charlotte County Public School Employees	428
Land Area	475 Square Miles
Incorporated Towns	4
Land Area in Incorporated Towns	10.4 Square Miles
2010 County Population	12,586 Persons

2010 Population Residing in Incorporated Towns	2,131 Persons
Population Density - County (Excluding Towns)	22.5 Persons per Square Mile
Residents Under the Age of 19	3,231
Residents Over the Age of 65	2,351
Total Households	5,109

III. EXPECTED ENGAGEMENT PERIOD

- A. The engagement period for the established contract is expected to be three to six months, beginning with contract award, on or near April 11, 2018, and ending at completion of services in accordance with this solicitation.
- B. If a candidate has not accepted an offer within six months, the engagement will continue either until an acceptable candidate takes the County’s offer of employment or until the County gives notice to the consultant that the engagement has been terminated.

IV. SCOPE OF WORK

Charlotte County seeks the following executive search services. The successful firm, herein referred to as "the Consultant" shall perform all tasks under the resulting agreement in accordance with generally accepted standards and provide the County with the best possible advice and services within their authority and capacity. The scope of work shall include, but is not limited to, the following:

A. Perform Needs Assessment

The Consultant shall confer with the Board of Supervisors and designated staff to accomplish the following:

1. Become familiar with the mission, goals, and objectives of the County
2. Obtain information on the County’s organization, structure and culture
3. Obtain information on the duties and responsibilities of the County Administrator
4. Identify the knowledge, skills, and abilities needed by a successful candidate
5. Identify desirable training, experience, and professional and personal characteristics, and
6. Identify pay, benefit, and other compensation considerations associated with the position.

A candidate recruitment profile that includes the selection criteria determined in the needs assessment shall be provided by the Consultant.

B. Identify Potential Candidates

The Consultant shall plan and execute a comprehensive recruitment effort to attract a diverse pool of candidates. Efforts shall include, but are not limited to, advertising both in print and online, network/industry contacts, and referrals. The Consultant will prepare recruitment materials, including advertisements, letters, brochures, and other documents and online media used for the recruitment. The Consultant will solicit interest in the position from qualified candidates; receive, acknowledge and screen applications; and evaluate information in résumés and cover letters based on the criteria developed as part of the needs assessment. The Consultant must respect and guard the candidates’ confidentiality throughout the entire selection process and provide timely acknowledgement and periodic updates to applicants.

C. Conduct Candidate Screening

After identifying those candidates whose qualifications most closely match the criteria established by the Board of Supervisors, the Consultant shall analyze and assess the professional and personal qualification and achievements of each, matching their credentials with the position specifications. This shall include, but is not limited to, reviewing résumés, verifying past employment, performing reference checks, verifying education, and reviewing candidates' public internet profile to include online media reports, websites, social media, etc.. The Consultant may also conduct phone screening interviews with each of these candidates to verify and expand on their experience and qualifications and interest in the position. Following the screening, the Consultant shall provide a report to the Board of Supervisors covering all applicants and recommendations, with written justification of the five to ten candidates who most closely meet the identified specifications. For each of those candidates, the Consultant will prepare a briefing paper or file outlining the respective candidates work and salary history and results of the interviews and background checks.

D. Candidate Interviews

The consultant shall meet with the Board of Supervisors to review the list of candidates and assist them in identifying a list of three to seven candidates to interview. The Consultant shall assist the Board of Supervisors during the interview period by recommending appropriate selection methods, developing interview questions, counseling the Board of Supervisors on proper interview techniques, coordinating interview schedules, attending the interviews and making additional contacts with the interviewees as needed.

E. Reference Checks and Verification of Credentials

Following the interviews, the Consultant shall work with the Board of Supervisors to select finalist(s). The Consultant shall then conduct more detailed background checks for finalist(s) to include criminal, credit and credentialing checks.

F. Offer Coordination and Acceptance

The Consultant shall assist in negotiating the final employment agreement, benefits, and salary. The County will provide the Consultant with compensation and benefits information. The Consultant shall assist with any necessary compensation negotiations, and otherwise assist both the candidate and the County to reach agreement. Once the selected candidate accepts an offer, the Consultant shall notify non-selectees of the close of the recruitment and selection effort.

G. Additional Search

If the successful candidate leaves his/her position as the Charlotte County Administrator within one year of placement, the Consultant shall reinitiate a one-time additional executive search, at no fee to the County.

V. SUBMISSION OF PROPOSALS

A. Submission Procedures

1. To receive consideration your proposal with original signature along with four (4) copies and one electronic copy must be received in the Charlotte County Administrator's Office no later than 4:00 pm on March 26, 2018.
2. The original copy must be clearly identified on the outside cover.
3. The submission of proposals by fax, phone, e-mail, or verbal offer will not be accepted.
4. All proposals must be in a sealed package clearly marked "RFP #037-211 - Executive Search."

5. It is the responsibility of each Offeror to see that their proposal is in the Office of the County Administrator by the specified time and date.
6. **Please note that some overnight courier services cannot guarantee delivery to this location by 4:00 p.m. and plan accordingly.**
7. Any offers or amendments received by the County after the date and time specified for the scheduled opening of proposals will not be considered. Date of postmark will not be considered. There will be no extensions and no exceptions.
8. Submittals can be hand-delivered or mailed to the following address:

Charlotte County Administrator's Office
Attention: Monica Elder, Purchasing Agent
P. O. Box 608
250 LeGrande Avenue, Suite A
Charlotte Court House, Virginia 23923

B. Proprietary Information

All proposals submitted under this RFP shall become the property of Charlotte County and will be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*. However, the Offeror must invoke the protections of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the material is submitted. The written notice must specifically identify the materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining, and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

C. Proposal Content

All proposals should be prepared simply and economically. Emphasis should be on completeness and clarity of content. Proposals shall contain the following:

1. Completed cover page of this RFP signed by an authorized representative of the firm
2. A narrative including an overview of the firm's qualifications and experience in providing the services described herein.
3. Resumes of proposed staff to be assigned to the project.
4. A listing of executive searches the firm has successfully completed within the last five years for similar positions. The list should include the position title, the name of the organization for which the search was conducted and the date the search was completed. Contact information for the client organizational must also be provided. If applicable, provide examples of recruitment materials successfully used.
5. A detailed and comprehensive presentation of the firm's approach/plan to recruiting and hiring a new County Administrator.
6. A detailed pricing proposal for the project. The pricing proposal must include all costs to the County including the following:
 - a. An itemized list of fees for each provided service
 - b. A payment schedule with each payment tied to a service deliverable or identifiable point in the project.

- c. A fixed price for all travel required to perform the proposed project as well as any additional travel cost for any supplementary services requested by the County (i.e. per trip; per diem; etc.)
 - d. A listing of cost for any additional consulting services associated with the project
 - e. Any cost to the County should the County not make a selection from the firm's recommended candidates.
- 7. A project timeline that identifies milestones and key deliverables.
 - 8. A completed copy of any addenda issued.

D. Additional Information

Offerors should be as complete as possible in their response. The County may contact the Offeror to clarify any response, may solicit information from any available sources concerning any aspect of the proposal, and may review other information deemed pertinent to the evaluation process.

VI. QUESTIONS & ADDENDA

A. Questions

- 1. All questions regarding this RFP must be submitted in writing to the Charlotte County Purchasing Agent, Monica Elder, and must be received by the County no later than 4:00 pm on March 13, 2018.
- 2. All responses to questions will be provided in an official written addendum.
- 3. The County will not assume responsibility for claims of oral instructions.

B. Addenda

All addenda issued shall become part of this RFP. It is the responsibility of each Offeror to ensure that they obtain a copy of all addenda. Addenda will be posted on eVA and the Charlotte County website, www.charlotteva.com/purchasing.htm.

VII. SELECTION PROCEDURE AND EVALUATION OF PROPOSALS

The evaluation and selection processes will be governed by and completed in accordance with the Virginia Public Procurement Act (VPPA). If any provision of this RFP is found to be inconsistent or in conflict with such policy, the terms of the VPPA shall govern.

A. Selection Process

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The County may cancel this Request for Proposals or reject all proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was deemed to be most advantageous. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. Proposal Evaluation Criteria:

The following criteria will be used to review and evaluate Offerors' proposals:

1. Qualifications and experience (30 points):
Firm and individual staff qualifications and experience will be evaluated including, but not limited to, resumes, references, and letters of recommendation. The County strongly desires to award a contract to a highly qualified and experienced executive search firm with a strong record of successful recruitment.
2. The Offeror's process/plan for conducting executive searches (30 points):
The County strongly desires a firm with a plan that is comprehensive and provides the most opportunity for success in placing an individual as the County Administrator.
3. Cost (25 points)
4. Timeline for completing the recruitment process (15 points)

VIII. PAYMENT TERMS

After work commences, invoices will be submitted monthly to the County. Invoices should be submitted to Charlotte County, PO Box 608, Charlotte Court House, VA 23923 by the 2nd of the month.

IX. SPECIAL TERMS AND CONDITIONS

A. Insurance

The selected Offeror shall, during the entire performance of the contract, keep in force at least the following minimum limits of Insurance:

1. Workers compensation insurance shall comply with requirements of the laws of the Commonwealth of Virginia.
2. Professional Liability - \$1,000,000 - Insurance Coverage for Errors and Omissions on Claims Made Basis
3. General Liability - \$1,000,000 per occurrence - Coverage for personal injury, bodily injury, and property damage
4. Automobile Liability - \$1,000,000 combined - Coverage for owned, hired, non-owned, bodily injury, and property damage

The selected Offeror shall furnish an original Certificate of Insurance prior to commencing work. Charlotte County shall be named as an additional insured and so endorsed on the policy. No insurance certificate is required at the time of proposal submission.

B. Termination of Contract for Convenience

Charlotte County, by written notice, may terminate the resulting contract in whole or in part when it is determined by the public body to be in the County's best interest. Termination shall be effected by

serving a notice of termination. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of this termination.

C. Termination of Contract by Default

Should the selected Offeror fail to deliver the services in accordance with the contract terms and conditions, the County has the right to terminate any contract resulting from this solicitation for default. Termination shall be effected by serving a notice of termination stating the manner of the default. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of this termination less any fines or other fees that may be withheld.

IX. GENERAL TERMS AND CONDITIONS

- A. All proposals must be submitted in accordance with this RFP. All information received shall become part of the proposal.
- B. The Offeror certifies that it knows of nothing that could raise the issue of conflict of interest with regard to this RFP.
- C. A contract shall be deemed executory only to the extent of appropriations available for the purchase of such the same or similar goods or services as requested in this proposal. Future obligations shall be subject to future appropriations, if any, by the Board of Supervisors. Nothing contained herein shall be construed to require any future obligation by the Board of Supervisors.
- D. The award of a contract shall be at the sole discretion of the County Board of Supervisors. The award shall be based upon the evaluation of all information made available to the County. The Board reserves the right to enter into any contract deemed to be in its best interest. The County shall not be obligated to furnish a statement of the reason why a proposal was not deemed to be the most advantageous.
- E. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty percent (25%) or \$50,000, whichever is greater, of the amount of the contract without the advance approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
- F. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- G. The Offeror agrees that their proposal shall be good and may not be withdrawn for a period of ninety (90) days.

- H. The County shall not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal or participating in the interview and negotiation processes.
- I. All proposals shall become the property of Charlotte County. In accordance with the VPPA, they will not be open for public inspection prior to final selection by the Board of Supervisors.
- J. The County Board of Supervisors reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP.
- K. This RFP, any subsequent contract and the work performed there under shall be governed in all respects by the laws of the Commonwealth of Virginia. The Offeror shall comply with applicable federal, state, and local laws and regulations.
- L. The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County.
- M. The Offeror shall indemnify and save harmless Charlotte County, its supervisors, officers, agents, servants, and employees from and against any and all liability, claims, losses, suits, legal proceedings, and costs occurring from any cause whatsoever in any work required by this RFP.
- N. By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- O. The Offeror shall agree to the nondiscrimination provisions set out in § 2.2-4311, Code of Virginia.
- P. The Offeror shall agree to the drug-free workplace provisions set out in § 2.2-4312, Code of Virginia.
- Q. The Offeror shall agree to comply with all federal immigration laws. Offeror shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- R. In accordance with § 2.2-4311.2, Code of Virginia, Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any Offeror not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why they are not required to be so authorized.