

TOWN OF SIMSBURY, CONNECTICUT

<u>Request for Qualifications (RFQ)</u> Executive Search Firm for Town Manager

SUBMISSION DEADLINE: Thursday, April 20, 2023, 4:30pm

SUBMISSION CONTACT AND ADDRESS:

Town Manager's Office Town of Simsbury 933 Hopmeadow Street Simsbury, Connecticut 06070 (860) 658-3230 townmanager@simsbury-ct.gov

Submissions will be accepted in electronic format only.

1. Purpose

The Town of Simsbury, Connecticut (hereafter referred to as "the Town" or "Town") is seeking proposals from executive search firms to assist the Town with recruitment of a Town Manager. The Town is seeking an executive search firm with extensive experience working with municipalities on the recruitment of municipal Chief Executive Officers.

The Town of Simsbury reserves the right to accept or reject, without prejudice, any or all submissions or to waive any irregularities therein, or to accept the submission deemed to be in the best interest of the Town of Simsbury. The Town is not responsible for any costs incurred by the proposers in the preparation of the proposals or any work performed prior to the approval of the executed contract.

Questions regarding this RFQ should be directed to Town Manager's Office at townmanager@simsbury-ct.gov, Questions should be submitted by Thursday, April 6, 2023 at 4:30pm. A response to all relevant questions submitted by Thursday, April 6, 2023 at 4:30pm will be provided by 1pm on Friday, April 14, 2023, via an addendum that will be posted on the Town website at: www.simsbury-ct.gov.

2. Submission & Deadline

Statement of qualifications must be received by 4:30 PM on Thursday, April 20, 2023.

Complete electronic statement of qualifications, clearly marked "Town Manager Executive Search – RFQ" shall be sent to townmanager@simsbury-ct.gov. Only electronic copies will be accepted. Hard copies will not be considered. No statement of qualifications will be accepted after the date and time specified.

All information provided as part of this RFQ will be considered confidential to the extent permitted by law. Please treat this information as such, refraining from sharing it outside your organization or beyond those employees who would require the information in order to complete the RFQ.

Proposals received in response to this RFQ shall be protected from disclosure until a contract is executed or negotiations for the award of a contract have concluded in accordance with Connecticut General Statutes §1-210(24).

3. Background

The Town of Simsbury was incorporated as Connecticut's twenty-first Town in May 1670. It has a land area of approximately 34.5 square miles and a population of approximately 25,395. Simsbury is a suburban community located in the greater Hartford region and is part of the beautiful Farmington Valley. Simsbury offers an unmatched quality of life with a traditional New England town atmosphere in a setting of rolling hills, picturesque Farmington River and extensive trail system. Simsbury operates under a Town Manager-Board of Selectmen form of government with the Town Manager serving as the Chief Executive Officer responsible for overseeing the day-to-day operations of the Town.

The Town operates under the Town Manager-Board form of government, with a six-member elected Board of Selectmen functioning as the legislative and policymaking body, and an appointed Town Manager serving as the full-time Chief Executive Officer of the municipal organization. The Town Manager reports to the Board of Selectmen.

The Town Manager is responsible for overseeing day-to-day operations of the Town, including supervision of all Town departments. They are responsible for implementing Board of Selectmen goals, ordinances, and policies. The Town Manager serves as the Personnel Director, and is responsible for the administration of the human resources program including labor relations. The Town Manager serves as the Chief Negotiator for negotiations with its six unions. The Town Manager is also responsible for preparing and submitting an annual Town budget to the Board of Selectmen. The Office supports the Town's economic development activities and oversees the Town's risk management function.

The Town of Simsbury changed its form of government in 2017, with the first-ever Town Manager appointed in January 2018. The incumbent in the position is leaving for another employment opportunity after having served the community for over five years. Many members of the Board of Selectmen are experienced local government officials, with half having five or more years of experience serving on the Board. The Chief Elected Officer role, is filled by a First Selectman, who serves as chair of the Board of Selectmen.

The recruitment process will be overseen by an Executive Search Committee consisting of the Town of Simsbury's Board of Selectmen, with technical assistance provided from legal counsel and staff as needed. The Executive Search Committee shall be considered an "executive search committee" for the purposes of the State of Connecticut's Freedom of Information Act, Connecticut General Statutes §1-200(2).

4. Scope of Services

Services to be provided by the Consultant are the following and should consider, but not be limited to: maintaining regular communications with identified Town personnel and Executive Search Committee members; keeping candidates apprised of the status of the recruitment process; conducting all facets of the recruitment in a manner consistent with applicable employment laws including but not limited to the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Credit Reporting Act, Title VII and their state law equivalents, as well as any and all others laws governing the recruitment, selection and hiring process; vetting candidates, including background check(s); and assisting with negotiating terms of employment with a preferred candidate.

A. Preparation of Qualifications Assessment

- Work with the Town's Executive Search Committee to identify the qualifications, skills and experience that would be possessed by the ideal Town Manager candidate
- Include input from Town residents, staff, board and commission members and other stakeholders
- Identify the short- and long-term issues, challenges, opportunities, and key projects facing the Town and the Town Manager
- Specify the necessary qualifications and competencies for the Town Manager based on this and other relevant information

B. Development of Recruitment Strategy & Content

- Work with the Town's Executive Search Committee and Town Staff as necessary to prepare a candidate profile
- Prepare the recruitment materials necessary to conduct the recruitment
- Identify sources and sourcing methods likely to produce strong candidates

C. Conduct Candidate Search

• Conduct a national search to identify strong candidates for the Town of Simsbury Town Manager position using all appropriate sourcing methods

D. Identify & Submit Candidates for Consideration

• Conduct an initial evaluation of prospective candidates based upon the Qualifications Assessment, including screening interviews and other identified assessment tools to

determine which candidates will be submitted to the Executive Search Committee for consideration

- Conduct a background check, compliant with all legal requirements for background checks (including but not limited to the Fair Credit Reporting Act), for advancing candidates including but not limited to references; employment and educational verifications; driving history; local, state and federal criminal history checks; civil litigation history; complaints by or against candidates with local, state and/or federal agencies; bankruptcy and credit checks; and any other screening processes deemed appropriate
- Prepare a comprehensive written summary for each qualified candidate to be submitted to the Executive Search Committee for consideration

E. Interview Process

- Coordinate interviews, assist with development of evaluation criteria
- Prepare Executive Search Committee members to conduct interviews and prepare assessments in an effective and legally compliant manner

F. Hiring Process

• Assist as necessary with the hiring process, including but not limited to, recommendations concerning the terms of an employment agreement

5. Qualifications

Consultants responding to this RFQ should have experience in the following areas:

- Conducting executive searches for Town Managers, with successful outcomes
- Assessing candidates and their qualifications
- Working with entities similar in size to Simsbury
- Working with Connecticut municipalities, or New England communities desirable

6. Statement of Qualifications

Consultants shall submit the following as their statement of qualifications:

- Letter of Transmittal: A letter addressed to the Board of Selectmen, providing a brief discussion of the consultant's background, experience, and ability to perform this work in accordance with the Scope of Services. The letter must be signed by an authorized official. The letter must also provide the name, title, address, and telephone number of the person who may be contacted to clarify any information provided in the submission.
- **Experience & Qualifications:** Describe in detail consultant's qualifications to perform the requested services with emphasis on Town Manager/CEO searches conducted for municipalities. The description should include a list of recent searches successfully conducted for other municipalities and consultant's personnel

responsible for those searches. Consultants must identify any searches for Town Manager/CEO conducted in the State of Connecticut during the past five (5) years.

- **Description of the Recruitment Process:** In connection with the Scope of Services, describe in detail the steps consultant would take to conduct the search for and recruitment of a Town Manager for Simsbury, including the time necessary for each step, consultant's personnel involved with each step, the role of Town personnel and others in the process and any Town resources necessary to support the process. Consultant must be the primary contractor and must identify in the response any and all subcontractors proposed for provision of requested services.
- **Proposed Cost:** Consultant must provide a detailed explanation of its proposed fees and expenses for the recruitment process with a breakdown explaining the basis of each cost item. To the extent that certain services are recommended but optional, please provide a specific cost with breakdown for each such service. The proposed fees and expenses shall not be changed within the one hundred and twenty (120) day period following deadline for submission of the proposal as set forth below. The Town shall not be responsible for any costs incurred by consultant for preparation of the proposal.
- **References:** Consultant must provide a minimum of three (3) references from clients for whom respondent has provided similar services within the last three (3) years.
- **Conflict of Interest:** Consultant must certify that consultant does not have any conflicts of interest as described in the Chapter 13, Code of Ethics in the Town of Simsbury's Code.
- **Insurance:** Consultant must provide evidence of its insurance coverages to include errors and omissions, automobile and worker's compensation insurances at a minimum.
- Authorization to do Business: Consultant must provide evidence that consultant is authorized to do business in the State of Connecticut.

7. Selection Criteria, Evaluation & Award

Selection of a qualified respondent is at the sole discretion of the Town and its Board of Selectmen. The Town reserves the right to refuse any and/or all proposals submitted under this RFQ for any reason deemed to be in the Town's best interests. This RFQ is not a contract. Acceptance of a proposal does not commit the Town to award a contract with any firm, even if all requirements set forth in this RFQ are met. Nothing in this RFQ limits the Town's right to negotiate with any firm in the best interests of the Town.

The Town will evaluate submissions based on factors such as background and experience in providing similar services; the specific background, education, qualifications, and relevant experience of key personnel to be assigned to the project; references; technical understanding of

the scope of services to be provided; proposed schedule for project completion; proposed fees; and, other relevant criteria.

The Town reserves the right to award the work to a consultant other than that with the lowest cost. The Town may invite the consultants with the most responsive submissions for an interview and detailed presentation before representatives from the Town. Following the interview process, the Town will award the contract to the consultant it determines best qualified to perform the required services. The Town reserves the right to terminate the contract for any reason with thirty (30) days written notice.

8. Timeline

Below are tentative dates for key tasks:

- Board of Selectmen selects firms to be interviewed April 28
- Board of Selectmen interview firms week of May 8
- Board of Selectmen selects firm and completes contract week of May 22
- Selected firm commences search work week of May 29th
- Advertising of position June/July
- Interview candidates August
- Offer made to Candidate by September 1
- Selected Candidate begins work by October 2

The Town reserves the right to modify this timeline following receipt of RFQ responses.

9. Insurance & Indemnification

The selected consultant will be required to furnish certificates of insurance, including general liability, umbrella liability, automobile, and workers compensation with the following minimum limits:

General Liability:	\$1,000,000
Umbrella Liability:	\$5,000,000
Auto Liability:	\$1,000,000
Professional Liability:	\$1,000,000
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000

Contractor coverage shall be primary and non-contributory. The Town of Simsbury shall be named as additional insured on the general liability, umbrella liability, and automobile liability policies. Each policy shall include a waiver of subrogation in favor of the Town. All policies shall be kept in force throughout the project, with an extended reporting period of 36 months after the agreement terminates.

To the fullest extent permitted by law, the consultant shall indemnify, defend and hold harmless the Town of Simsbury and its agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees to the extent caused by the negligent acts, errors or omissions of the consultant, or those for whom the consultant is legally responsible in the performance of the work.