



City of Delta, Colorado

REQUEST FOR PROPOSALS

**TO PROVIDE POLICE CHIEF RECRUITMENT
SERVICES**

May 5, 2016

TABLE OF CONTENTS

- I. OVERVIEW AND BACKGROUND
- II. DEFINITIONS
- III. INVITATION TO SUBMIT
- IV. QUALIFICATIONS OF CONSULTANTS
- V. TERMS AND CONDITIONS
- VI. COLORADO OPEN RECORDS ACT

EXHIBITS:

Exhibit A Disclosure Statement

I. OVERVIEW AND BACKGROUND

The City of Delta, Colorado, is seeking qualifications for Police Chief Recruitment Services from competent firms. The selected Consultant will assist the City Manager on the Project that is discussed further in this request for qualifications ("RFP").

With an approximate population of 8,652, the City of Delta is located on the western slope of the Colorado Rocky Mountains on Highway 50 between Grand Junction and Montrose. Situated south of the Grand Mesa in Delta County, it offers small-town charm and world class recreation. Delta is minutes away from numerous fishing lakes, hunting and skiing on the Grand Mesa and looks south to the spectacular San Juan Mountains. It is also home to the highly ranked Devils Thumb Golf Course. Delta is a home-rule municipality. The Police Chief will lead a department of sixteen (16) FTE sworn employees, three (3) FTE non-sworn employees and one (1) PT non-sworn employee. Under the general direction of the City Manager, the Police Chief will perform and manage the planning, organizing, directing and supervision of the Police Department. The Police Chief must provide leadership, mentoring, training and direction for the Police Department and its employees, as well as leadership in the community. Additional information about the City is available on its website: www.cityofdelta.net.

II. DEFINITIONS

The following terms when used in this RFP, shall have the following meaning:

"Agreement" means the Agreement for Professional Services (non-construction), which will be provided to the successful consultant at a later date.

"Consultant" or "Consultants" means entities responding to this RFP

"CORA" refers to the Colorado Open Records Act.

"Project" means comprehensive recruitment and selection consulting services of the City Manager position for the City of Delta as more specifically described in Section IV of this RFP

"RFP" means this request for proposals, dated May 5, 2016, the Police Chief Recruitment Services Project.

"Successful Consultant" means the best fit, qualified and responsible Consultant to whom the City makes an award on the basis of the City's evaluations as hereinafter provided.

III. INVITATION TO SUBMIT

Date of Request: Thursday, May 5, 2016

Due Date for Proposals: Tuesday, May 31, 2016

Qualification submittal must be received by the City Manager, David Torgler, by no later than 4:00 p.m. Mountain Standard Time (M.S.T.) on Tuesday, May 31, 2016.

No proposals received after the due date will be considered, and any proposals received after the deadline shall be discarded. Sole responsibility rests with the Consultant to see that its proposal is received on time at the stated location.

Proposals must meet or exceed requirements contained in this RFP. The material shall be complete, organized, and easy to follow and cross-referenced to the requirements of the RFP.

The RFP does not bind the City to accept a submittal when, in the City's sole discretion, the City determines not to do so. All notifications and addendums will be issued via e-mail to each consultant expressing in writing an interest to participate in this RFP. Interest to participate must be submitted to the City Manager at david@cityofdelta.net. The City will be using a Qualifications Based Selection (QBS) for this Project, with final scope and fees to be negotiated with the most qualified firm.

The RFP will be posted on the Colorado Municipal League website, the City's website at www.cityofdelta.net and other professional organization websites.

TIMELINE:

May 5, 2016	Post Request for Proposals (RFP)
May 16, 2016	Deadline for submission of questions and clarifications of the RFP by 4:00 p.m. Mountain Standard Time (M.S.T.).
May 23, 2016	If questions/clarifications are raised, an addendum to answer submitted questions will be issued to interested participants.
May 31, 2016	Deadline for submission of Proposals by 4:00 p.m. M.S.T.
June 3, 2016	Interviews of short list Consultants during this week.
June 6, 2016	Begin negotiations of final scope of work and fees with selected firm.
June 21, 2016	Probable award of Agreement by City Council (if required).

IV. QUALIFICATIONS OF CONSULTANTS

1. Provide the name, home office address and local office address of your organization. Describe what type of business entity your organization is (corporation, general partnership, Limited Liability Company, etc.). Indicate whether the firm is local, regional, national or international.
2. Provide a brief history of your business including stating the first year of operation, a general business description, number of clients currently served, types of services generally offered, size of firm, and a statement of philosophy of customer service levels provided to clients.
3. Detail qualifications and previous executive search experiences, especially for local governmental entities. Describe the experience of the firm in the past thirty-six (36) months in performing similar services.
4. Identify the key personnel of the business who will be assigned to perform services for the City, and who will provide continuing support throughout the term of the Agreement. Provide resumes stating qualifications for key personnel and provide a statement as to the availability, continuity, and accessibility of the individuals who would be assigned to the Project.
5. Provide your recruitment work plan. Describe your proposed strategy to complete the recruitment, including a general statement of the philosophy of the firm. Provide a detailed proposed Project schedule and confirm that your firm can meet the Project schedule. Project schedule should include City Council, City staff and community stakeholder meetings with Police Chief candidates.
6. Indicate any additional information for the consideration of your firm's qualifications for conducting this Project.
7. Discuss the general nature and extent of benefits that the City of Delta is reasonably likely to experience as a result of these services.
8. List five (5) current/recent clients (municipal/government/Colorado communities preferred) for whom your firm has provided executive search services for in the last thirty-six (36) months. For each client, the list must specify the type of work performed by your company, the size of the client's organization and the period of time retained as a client. Provide telephone numbers, e-mail addresses and contact names for references.
9. Complete the attached Disclosure Statement and return with your proposal.

V. TERMS AND CONDITIONS

Consultants are advised of the following terms and conditions which have been established by the City:

1. The City reserves the right to undertake its own investigation to evaluate a Consultant. The City shall have the sole discretion to accept or reject any, or all responses, or to abandon the submittal process. The City may enter into negotiations with any one or more firms and may permit, at its discretion, an amendment or supplement of the firm's response.
2. All submittals become the property of the City upon receipt and will not be returned. Selection or rejection of the submittal will not affect this right.
3. All proposals submitted must be valid for a period of 90 days after the date of the proposal deadline.
4. Cost of developing the submittal, participation in and/or attendance at an oral interview (if required) or any other such costs are entirely the responsibility of the candidate and shall not be reimbursed in any manner by the City.
5. The City requires the Selected Consultant to procure and maintain policies of insurance, which at a minimum, include the following:
 - (i) Workers' Compensation insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) disease- policy limit, and Five Hundred Thousand Dollars (\$500,000.00) disease- each employee; and
 - (ii) Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, applicable to all premises and operations, and including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations; and
 - (iii) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate.
 - (iv) **Only the selected firm will be required to submit the required insurance**

information. This section is informational for the RFP process.

- (v) The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 6. The final form of Agreement to be entered into between the City and the successful Consultant may be subject to the final review and approval by the City Council and/or the City Attorney.
- 7. Failure to conform to the submittal rules, including failure to respond to each item in the request contents section of this RFP, or to follow the submittal format requested in the RFP, may lead to the rejection of the response. The submittal should contain all information necessary to evaluate the submission.
- 8. The successful Consultant shall not, at any time, permit any individual employed by the City to benefit because of any financial interest in the business of the successful Consultant, any affiliate of the successful Consultant, or any Consultant subcontractor.
- 9. The selected Consultant shall be an independent contractor and the City shall be neither liable nor obligated to pay that entity sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment.
- 10. The City will expect to enter into a written contract for services with the successful Consultant, upon terms negotiated between the parties.
- 11. Candidates are advised that City contracts may be subject to City Council approval, and will contain provisions required by state law, in the reasonable discretion of the City.
- 12. The City may, at its sole and absolute discretion, reject all, or parts of any or all, proposals submitted by prospective Consultants; re-advertise this RFP; postpone or cancel the review and decision making process for this RFP; waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this RFP or in submittals received in conjunction with this RFP; and/or determine the criteria and process whereby submittals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City; provided, however, that in the

event a Court of competent jurisdiction determines that the actions of the City were arbitrary, capricious or void, then said challenger may recover only actual, necessary and reasonable preparation costs. No attorney fees or costs associated with the recovery of the preparation costs, including costs for litigation against the City, shall be recoverable by any challenger.

VI. COLORADO OPEN RECORDS ACT

The information included in this RFP is for your exclusive use in preparing a proposal. The use of the City's name in any way as a potential customer is strictly prohibited.

The proposer acknowledges the City is subject to CORA and the information in the proposal may be subject to public inspection and disclosure under CORA. The proposers should expect that the proposal may be viewed by the general public and competitors following the deadline for submission. If anything submitted in a proposal is marked "confidential", "proprietary", or otherwise stating an intention to protect the information from disclosure, the City cannot guarantee that such demarcation is sufficient to prevent disclosure by law.

DISCLOSURE STATEMENT

As a condition for consideration Consultant must disclose any conflict of interest with the City of Delta, including, but not limited to, any relationship with any City of Delta elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Delta elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose a conflict may result in disqualification. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS (check if appropriate)

RELATIONSHIP EXISTS (Please explain the relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Print Name

Title

Signature