



**REQUEST FOR PROPOSAL
SUBMIT PROPOSAL TO**

CITY OF LEAVENWORTH
HR Director: Lona Lanter
100 N. 5th Street
Leavenworth, KS 66048
llanter@firstcity.org

DATE MAILED: 03-29-2024

CLOSING: 04-05-2024 5:00 P.M.

**REQUEST FOR PROPOSALS
GENERAL INFORMATION AND SPECIFICATIONS
FOR EXECUTIVE SEARCH FIRM SERVICES
FOR CITY OF LEAVENWORTH**

Proposal Submission Deadline: E-mailed proposals must be received in the City of Leavenworth HR Department, 100 N. 5th Street, Leavenworth, KS 66048 before **5:00 P.M., April 5, 2024**. Proposals received after that time will not be considered.



CITY OF LEAVENWORTH, KANSAS

REQUEST FOR PROPOSALS

CITY MANAGER EXECUTIVE SEARCH FIRM/RECRUITMENT SERVICES

1. INTRODUCTION

The City of Leavenworth, Kansas is seeking the services of a highly qualified executive search firm to manage the recruitment and selection of its next City Manager. The consultant should have the knowledge and expertise to advise the City Commission on the recruitment and selection process, how to involve key stakeholders and staff, and attract highly qualified and compatible candidates.

There is no expressed or implied obligation for the City of Leavenworth to reimburse responding firms for any expenses incurred preparing proposals in response to this request.

2. PURPOSE AND BACKGROUND

A. PURPOSE

A contract may be awarded to a highly qualified and experienced firm with a strong record of municipal or other local government experience.

B. BACKGROUND

The current City Manager will be leaving Leavenworth for a new position effective April 26, 2024.

The City of Leavenworth covers 12 square miles. It is located in northeast Leavenworth County, Kansas, on the banks of the magnificent Missouri River approximately 35 miles from downtown Kansas City, Missouri. The *City of Leavenworth* is a prime middle class community with a sound business basis on the fringe of the Kansas City metropolitan area. Its population is in excess of 35,000 residents.

The City of Leavenworth, with approximately 260 full-time and approximately 110 seasonal temporary employees, prides itself on providing excellent customer service to the community. The City is a full service City and provides Police, Fire, Parks and Recreation, Public Works (to include Streets, Solid Waste, Wastewater, Storm Water, Municipal Garage, Engineering and Inspections), Planning and Community Development, Housing, Convention & Visitors Bureau and Administrative Divisions.



3. SCOPE OF SERVICES

A. CORE SERVICES

1. Act as the primary contact to the City Commission and guide and advise them through the recruitment and selection process.
2. Interview Commission Members to obtain feedback for desired characteristics and qualifications of a City Manager.
3. Advise Commission on all phases of the recruitment, including who should be involved and at what level. This will include input regarding participation from key stakeholders and community members, department heads, and other staff.
4. Development of a customized recruitment strategy and timeline to include recruitment materials.
5. Job profile creation, including qualifications, skills and attributes desired in a City Manager. Design and provide an information packet about the City and the position to all qualified applicants. This packet will become property of the City.
6. Nationwide recruitment outreach and advertising campaign aimed at producing the highest quality City Manager candidates. Campaign should include advertisement with professional organizations, use of internet and social media and direct recruitment of candidates.
7. Candidate sourcing, screening and assessment. (Conduct preliminary interviews and detailed comprehensive background checks of initially selected candidates, and recommend a pool of finalist candidates to the City Commission.)
8. Coordination of interview panels, candidate interviews, and related logistics.
9. Background checks, reference verifications, and due diligence.
10. Recommend final selection process and facilitate process with City Commission to review and interview final candidates.
11. Negotiation assistance in securing a contract with the selected City Manager candidate.
12. Provide regular and effective communication in order to keep City Commission closely involved in key decisions and informed during the executive search process.

B. ADDITIONAL SERVICES (OPTIONAL)

1. Include any related and recommended services not specified in this RFP which may be considered essential or beneficial by the firm.



4. PROPOSAL CONTENT AND FORMAT

Each proposal should be concise and limited to information requested. Each proposal shall include the following information:

1. Qualifications: Provide resumes of the key personnel to be assigned to the project and list the City Manager recruitment process that they have coordinated/ successfully placed within the last three years, to include the number of those that were in the greater Kansas City area.
2. Work Plan: Provide a brief description of the work plan proposed to carry out the tasks outlined in the Scope of Work.
3. Costs: Submit a cost proposal including a proposed amount for each task and the overall cost to complete the entire scope of work. Proposals must include a list of proposed personnel who will work on the project, allocations of time each person will work on the project and the corresponding hourly rates. Cost proposals must include all costs that will be incurred including projected reimbursable costs for travel, supplies, and other related costs. Cost proposal should also include not to exceed consulting fees and reimbursable expenses. Payment terms should also be addressed.
4. Schedule: Provide a schedule outlining key milestones related to the scope of work and estimated date of completion. Key milestones should include development of the recruitment profile, executive search, background evaluations, interviews, and selection. In addition, the firm should provide detail of its current engagements and confirm its ability to focus on our recruitment.
5. References: Provide three to five professional references including name and daytime contact information. Kansas governmental agencies are preferred.
6. Unsuccessful Recruitment or Candidate Dismissal/ Resignation: Provide written detail of how the firm approaches both an unsuccessful recruitment and/or the premature (within 2 years of appointment) dismissal for cause or resignation of identified candidate.

5. PROPOSAL SUBMITTAL

For a firm to be considered, the City must receive one printable PDF copy of the proposal via e-mail sent to Lona Lanter at llanter@firstcity.org with the subject line "Executive Search Firm RFP Response" by no later than 5:00 PM on Friday, April 5, 2024.

The proposal should include a cover letter summarizing key points of the proposal. Proposals shall provide assurance that the firm has the professional capacity to satisfactorily complete all tasks as described in this RFP. Proposal shall also provide a statement that the firm agrees to provide proof of insurance as required. It must be signed by an individual with authority to bind the proposer and should state that all conditions contained in the attached proposal are valid for a period of at least 90 days.

A signed and notarized Non Collusion Affidavit must be submitted with your proposal. The document is attached at the end of this RFP.



6. EVALUATION CRITERIA AND SELECTION PROCESS

The City will evaluate proposals based on the following criteria:

1. Demonstrated experience in recruiting executive-level positions for municipal government.
2. Qualifications and experience of the proposed team.
3. Approach to recruitment, including strategies for attracting diverse and highly qualified candidates. Ability of proposed approach to meet the needs of the City of Leavenworth.
4. Fee structure and cost-effectiveness.
5. References and past performance.
6. Time required to accomplish the requested services.

7. CONTACT INFORMATION

For all questions and inquires related to this Request for Proposals (RFP), please contact:

Lona Lanter, Human Resources Director, City of Leavenworth, Phone: (913) 680-2608, or
E-mail: llanter@firstcity.org.

8. ACCEPTANCE AND APPROVAL CONTENT

- A. If a contract is awarded as a result of a response to this request, the City will select the successful firm as quickly as possible after the final date of receipt of the proposals and completion of the interview and selection process.
- B. The City may award a contract, based on proposals received, without discussion of such proposals. A Proposer's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The City may, however, have a discussion with those proposers that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
- C. The City reserves the right to negotiate separately with any proposer after the opening of the Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the City.
- D. Except as otherwise provided herein, Proposers responding to this RFP must agree to furnish all supplies, materials, labor, equipment and incidentals necessary to provide the equipment/materials/services described herein and any addendums hereto.
- E. It is likely that the content of the proposal of the successful proposer will be used in a legal contract of agreement. Proposers should be aware that methods and procedures proposed could become contractual obligations.



9. **GENERAL**

A. **Confidentiality**

Proposals will be available for public inspection after the award announcement, except as to the extent that a respondent designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A respondent's designation of material as confidential will not necessarily be conclusive, and the respondent may be required to provide justification why such material should not be disclosed, on request, under the Kansas Open Records Act ("KORA").

B. **Rejection of Proposals**

The City reserves the right, in its sole discretion, to reject any and all proposals, in part or as a whole, to waive any minor irregularities in the RFP process, and to select the firm that best meets the needs of the City of Leavenworth.

C. **Duration of Prices**

The price proposal submitted is irrevocable for a period of 90 days from the proposal due date.

D. **Prepayment**

No prepayment of any kind will be made prior to completion of work.

E. **Acceptance of Terms and Conditions**

By submitting a proposal, a respondent accepts the terms and conditions set forth in this RFP.

F. **Privacy**

The proposer agrees all data, records, and information, which the Proposer, and their employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of the City. Proposer agrees it will take all reasonable steps and the same protective precautions to protect the City's proprietary information from disclosure to third parties as with Proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of the City.

The successful proposer may have access to private or confidential data maintained by the City to the extent necessary to carry out the responsibilities of the contract. Proposer shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.

G. **Indemnification**

Proposers agree to indemnify and hold harmless the City, its officers, employees and agents from and against all claims, damages, losses and expenses arising out of the



submission of any proposal and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the Proposer or any agent of the Proposer under the Worker's Compensation Act, disability benefit acts or other employee benefits acts.

H. Disclosures and Changes to RFP Process

The City of Leavenworth reserves the right to request additional information from respondents, reject any and all submittals, waive any irregularities in the submittal requirements, or cancel, suspend or amend the provisions of this RFP at any time. If such an action occurs, the City will notify all respondents, and any other parties requesting such notices by posting updates online at www.leavenworthks.org.

The City of Leavenworth will not reimburse respondents for any costs involved in the preparation and submission of responses to this RFP or for the preparation for attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.

This RFP and any subsequent addendums are available online at the City of Leavenworth website at www.leavenworthks.org.

10. NONDISCRIMINATION

The City of Leavenworth, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

11. DISCRETION AND LIABILITY WAIVER

The City reserves the right to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for the City staff to analyze the proposals pursuant to the consultant selection criteria listed above.

12. COST FOR PROPOSAL PREPARATION

The City shall not be responsible for any costs incurred by any firm for the preparation and/or submission of any proposals, including interviews. No obligation, either expressed or implied, exists on the part of the City to make an award or to pay any costs incurred in the preparation or submission of a response. All costs associated with the preparation or submission of a proposal is solely the responsibility of the candidate.



13. RESERVATION OF RIGHTS TO REJECT, WAIVE AND REISSUE

The City reserves the right to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposals, and not award any contract, all at its discretion and without penalty. The City also reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to negotiate requested modifications, conduct interviews or request presentations from proposers who are within an acceptable competitive range, as determined by the City.

The city reserves the right to independently investigate or request clarification of the contents of any proposal, including requesting that the bidder provide additional information or make one or more presentations. The City also reserves the right to conduct an inspection of claims made by any proposing organization for legitimacy.

14. LIABILITY INSURANCE REQUIREMENTS FOR CONSULTANTS

As a condition of awarding a contract, the firm will be required to have general liability insurance at a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, professional liability insurance at a minimum of one million dollars (\$1,000,000) per occurrence, worker's compensation at state-mandated minimums, no less than one million dollars (\$1,000,000), and vehicle coverage including comprehensive and collision insurance at a minimum of one million dollars (\$1,000,000). The consultant must name the City and its officers, employees and agents as additional insureds. The proposal shall state whether such insurances are currently in force or will be at the time of the contract execution.

15. SUBCONTRACTORS

Bidders may not assign or sublet the contract services or any part thereof without the prior written consent of the City Manager, or his or her duly appointed representative. Bidders must request approval in writing for any such assignment for subcontracting, including the name of such assignee or subcontractor(s) he or she intends to use, the specific services or materials to be furnished by such assignee or subcontractor, the assignee or subcontractor's place of business, and other information as the City Manager may require.

16. COMPLIANCE WITH SPECIFICATIONS

Bidders shall abide by and comply with the true intent of the specifications of this Request for Proposals and not take advantage of any unintentional error or omission.

NON- COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, say that he/she has not, nor has any other member, representative, or agent of the firm company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone such letting nor to prevent any person from bidding nor to include anyone to refrain for bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/ She further says that no person or persons, firms or corporation has; have to will receive directly, any rebate, fee gift, commission or thing of value on account of such of sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ____ day of _____, _____

(Name of Organization)

(Title of person signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

)SS

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above name and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this ____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____