



TOWN OF LAUDERDALE-BY-THE-SEA

ROUNDTABLE ITEM REQUEST FORM

Town Commission

Department Submitting Request

Mayor Minnet

Mayor/Commissioner Name

Meeting Date / Time

- April 28, 2010 / 7:00 PM
- May 26, 2010 / 7:00 PM
- June 9, 2010 / 7:00 PM
- June 23, 2010 / 7:00 PM

Deadline w/o Backup

- April 21, 2010 / Noon
- May 19, 2010 / Noon
- June 2, 2010 / Noon
- June 16, 2010 / Noon

Deadline w Backup

- April 19, 2010 / Noon
- May 17, 2010 / Noon
- June 7, 2010 / Noon
- June 14, 2010 / Noon

ITEM/ITEMS*:

Discussion regarding method for conducting a search for a full time Town Manager.

ACTION OR OUTCOME EXPECTED:

SPECIAL NOTES:

Deferred from the April 28, 2010 Roundtable meeting.

***ITEMS LISTED THAT WOULD BE GOING TO REGULAR COMMISSION AGENDA REQUIRE NEW AGENDA ITEM REQUEST FORM WITH AMPLE TIME TO PRODUCE BACKUP**

[ADD TOWN SEAL]

REQUEST FOR QUALIFICATIONS

**PROFESSIONAL CONSULTING
SERVICES FOR EXECUTIVE
RECRUITMENT - TOWN MANAGER OF
TOWN OF LAUDERDALE-BY-THE-SEA**

RFQ OPENING: _____, 2010, __:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

May __, 2010

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR QUALIFICATIONS

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit qualifications, and experience for consideration to provide:

**PROFESSIONAL CONSULTING SERVICES FOR
EXECUTIVE RECRUITMENT - TOWN MANAGER**

The Town intends to issue a single contract to a firm to provide professional consulting services to recruit and perform background evaluations on candidates for Town Manager

The Town of Lauderdale-By-The-Sea, Florida will receive sealed responses until __:00 p.m. (local), _____, 2010, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308. Late submittals, additions, or changes will not be accepted. Submittal packages should be marked on the exterior RFQ # _____ Professional Consulting Services For Executive Recruitment - Town Manager.

A. PROJECT OVERVIEW

The intent of this project is to perform executive search services for the position of Town Manager. The successful contractor will furnish assistance to the Town Commission of the Town of Lauderdale-By-The-Sea to identify and develop a list of desirable candidates based upon a consensus-developed profile. The contractor will be expected to design a statewide recruitment effort, which will also include conducting full background, effectiveness, and performance assessments of recommended candidates, and negotiation of a contract with the selected candidate. The approach must include individual interviews with the Town Commissioners to obtain their input on the desired attributes of the Town Manager, and must include organizing at least one gathering in the Town for the top candidate(s) with Town Commissioners, Town staff, and members of the community.

B. SPECIFIC REQUIREMENTS

The Town Manager was terminated on April 20, 2010, and an Interim Town Manager is currently serving the Town and is a candidate for the position. It is the desire of the Town Commission to have a new Town Manager selected as soon as practical. The contract term for recruitment service shall be from the date of award until a successful candidate is hired.

C. BACKGROUND

Initially incorporated in 1927, the Town of Lauderdale-By-The-Sea serves a population of approximately 6,300 citizens over an area of 1.5 square miles in Broward County, Florida. Its

peak seasonal population in the winter is approximately 11,300 residents. It is located on a barrier island between the Intracoastal Waterway and the Atlantic Ocean, south of the City of Pompano Beach and north of the City of Fort Lauderdale. Primarily a residential community, the Town's industries include retail, tourism, hospitality, finance and real estate.

The Town operates under a Commission/Manager form of government, vesting the responsibility of the operation of the Town in the Manager. The majority of the Town Commission (the mayor and two of the four commissioners) face election in every even-numbered year. A primary responsibility of the Town Manager is the Town's budget and fiscal management, as well as supervising the Town's public safety contractors and providing support for the Town Commission. The Manager reports to the five-member Town Commission and serves at their pleasure. The position is non-political, and is the highest visible job in the Town. It requires the ability to interact throughout the community at high profile meetings, public gatherings, with Town staff and participate in public Town Commission meetings, and requires familiarity with current technology and best business practices.

The Town Charter specifies the duties and qualifications of the Town Manager, and the Town Commission's role in overseeing administration, as follows:

Sec. 5.3. Town Manager--Appointment, qualifications and compensation. The Town Commission shall appoint a Town Manager who shall be the administrative head of the municipal government under the direction and supervision of the Town Commission. The Town Manager shall hold office at the pleasure of the Town Commission. The Town Manager shall receive such compensation as determined by the Town Commission through the adoption of an appropriate resolution. The Town Manager shall be appointed by resolution approving an employment contract between the Town and the Town Manager. The Town Manager shall be appointed solely on the basis of education and experience in the accepted competencies and practices of local public management including, a graduate degree with a concentration in public administration, public affairs, public policy, or public finance and two (2) years' experience as an appointed city manager or county manager, or four (4) years' experience as an assistant or deputy city manager or assistant or deputy county manager.

Sec. 5.4. Town Manager--Absence or disability; removal. During the absence or disability of the Town Manager, the Town Commission may by resolution designate some properly qualified person to temporarily execute the functions of the Town Manager. The person thus designated shall have the same powers and duties as the Town Manager, and shall be known while so serving as "Acting Town Manager." The Town Manager or Acting Town Manager may be removed by the Town Commission at any time.

Sec. 5.5. Town Manager--Powers and duties. The Town Manager shall be responsible to the Town Commission for the proper administration of all affairs of the Town coming under the Town Manager's jurisdiction, and the Town Manager's powers are and they shall be:

- (1) To see that the laws and ordinances of the Town are enforced.
- (2) To appoint or remove all subordinate officers and employees.
- (3) To exercise, control and direct supervision over all departments and divisions of the municipal government under the classified service, except where otherwise provided.
- (4) To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to

the attention of the Town Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.

- (5) To attend all meetings of the Town Commission, with right to take part in the discussions, but without having a vote.
- (6) To recommend to the Town Commission for adoption such measures as the Town Manager may deem necessary or expedient in the interest of the Town.
- (7) To keep the Town Commission fully advised as to the financial conditions and needs of the Town and at the proper time to submit to the Town Commission for its consideration an annual budget.
- (8) To advise and consult with all officers and official heads of the several departments of the Town relative to the affairs of such department, and to make recommendations to the Town Commission respecting such departments as the Town Manager may see fit.
- (9) To perform such other duties as may be prescribed under this Charter, or may be required of the Town Manager by motion, direction, ordinance or resolution of the Town Commission.
- (10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than six (6) months after the end of its fiscal year by an independent certified public accountant retained by the Town Commission and paid from its public funds.
- (11) To sign all checks, warrants, bonds and agreements issued by the Town of Lauderdale-By-The-Sea.
- (12) To assist the Town Commission to develop long-term goals for the Town and strategies to implement these goals.
- (13) To encourage and provide staff support for regional and intergovernmental cooperation.
- (14) To promote partnerships among the Town Commission, staff, and citizens in developing public policy and building a sense of community.

Sec. 3.6. Non-interference in Town Administration. The Town Commission or its members shall not give orders to any Town officer or employees who are subject to the direction and supervision of the Town Manager, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the Town Commission from examining by question and personal observation all aspects of Town government operations so as to obtain independent information to assist the members in the formulation of policies to be considered by the Commission and assure the implementation of such policies as have been adopted. It is the express intent of this provision, however, that such inquiry shall not interfere directly with the regular municipal operations of the Town and that recommendations for change or improvements in Town government operations be made to and through the Town Manager.

D. SUBMISSION OF RESPONSES

The Town of Lauderdale-By-The-Sea, Florida will receive responses until __:00 p.m. (local), _____, 2010 in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

To assure consistency, responses must include the following information and conform to the following format:

1. Cover letter.
2. Project team.
3. Statement of skills and experience of the project team as related to similar projects for other communities with similar characteristics and demographics, and details regarding the Responder's capacity to complete the project.
4. Resumes of key personnel (limit of one page per person).

5. Information on cost/fees.
6. Project approach
7. Proposed timeline for the project.
8. References for past town manager search projects in the State of Florida, with preference for projects for coastal communities in the South Florida region (Broward, Palm Beach, Miami-Dade, Monroe Counties).

Submit one (1) original unbound and nine (9) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by the Responder's contractually binding authority.

Return all RFQ pages, initialed where indicated.

E. SELECTION/EVALUATION CRITERIA

The selection criteria include experience and demonstrated excellence in the following areas:

1. Project Team Experience and Capacity

Provide details of the project team and their experience in completing similar projects for other communities with characteristics and demographics similar to Lauderdale-By-The-Sea. Include relevant experience within the State of Florida, with a preference for coastal communities in the South Florida area (Palm Beach, Broward, Miami-Dade, Monroe Counties). Include resumes of all staff who will work on the project and their anticipated responsibilities relating to the project.

Proposal must include a description of the Responder's current workload in relation to resources. Each Responder must demonstrate that their firm has the resources needed to effectively manage this project for its duration. Key project staff, who would be assigned to this work, must be identified.

2. Project Approach

Include proposed methodology to meet the stated project components and to demonstrate understanding of the proposed scope of work. Include details of the recruitment sources that will be used in the search for candidates. Identify the elements of the background checks that would be performed on all candidates and finalists, and what firms or sources will be used if any element of the background and performance assessment is to be outsourced.

3. Cost/Fees

State the total cost to the Town for the project. Proposed costs shall be all-inclusive; no additional charges to be assessed.

State warranty provisions for repeating the process, should the selected candidate not complete at least two years of service with the Town.

4. Project Timeline

Provide a detailed project schedule.

F. QUESTIONS AND COMMUNICATION

All questions must be submitted in writing to June White, Town Clerk, Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308. All questions must include the inquiring firm's name, address, telephone number and RFQ name and number. Questions must be received by ___:00 p.m. on _____, 2010, at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed in written form to all firms known to have obtained the RFQ document from the Town.

G. ADDENDA

The Town reserves the right to revise, change, modify or cancel this RFQ anytime before or after the closing date. In the event the Town determines to revise, change, modify, or cancel this RFQ or to provide additional information, written addenda or information will be issued to all known recipients of this RFQ.

H. ACCEPTANCE PERIOD

Qualifications in response to this RFQ will be considered offers, and must remain open for a period no less than 120 days from the closing date

I. RFQ CONDITIONS AND PROVISIONS

A duly authorized official of the Responder firm must sign the response. The completed and signed response (together with all required attachments) must be returned to Town on or before the time and date stated herein. All Responders, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFQ as stated or implied herein. Any alteration, erasure, or interlineations by the Responder in this RFQ shall constitute cause for rejection. Exceptions or deviations to a response may not be added after the submittal date.

All Responders are required to complete all information requested in this RFQ. Failure to do so may result in the disqualification of response.

The Town reserves the right to waive any technical or formal errors or omissions and to reject all response(s), or to award a contract for the items herein, in part or whole, if it is determined to be in the best interests of the Town to do so.

The Town shall not be liable for any costs incurred by the Responder in the preparation of responses or for any work performed in connection therein.

The Town reserves the right to reject all responses, if in its judgment it deems it to be in the best interest of the Town to do so. All responses and supporting materials submitted in response to this RFQ will become the property of the Town.

J. SELECTION/EVALUATION PROCESS

The Town Commission will be responsible for selecting the most qualified firm. The Commission will evaluate responses based upon any or all of the below criteria and any additional criteria that may be relevant to the goal of this project. To that end, Responder is requested to suggest any additional qualifications it feels may provide insight into its ability to accomplish the project, which may not be listed below.

- Project team’s experience with assignments in similar communities
- Project team’s capacity
- Project approach
- Proposed timeline for project
- Cost

Each firm should submit documents that provide evidence of capability to provide the services required and meet the criteria listed for the Town Commission’s review for shortlisting purposes. The shortlisted firms may be contacted to provide public presentations regarding their qualifications and ability to furnish the required services.

The Town Commission has the authority to do any of the following (including, but not limited to): direct staff to re-advertise the solicitation; request oral presentations and determine a ranking order; and direct staff to finalize a contract with the successful Responder.

K. INSURANCE

The insurance described herein reflects the insurance requirements deemed necessary for this project by the Town and must be in place at the time of award of a contract. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the insurance provider indicating upgrade ability will speed the review process to determine the most qualified Responder.

The successful Responder(s) shall not commence work until proof of insurance including terms and provisions of coverage, has been received and approved by the Town of Lauderdale-By-The-Sea Finance Director.

The following insurance coverage shall be required:

1. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

a) Naming the Town of Lauderdale-By-The-Sea as an additional insured, on General Liability Insurance and Automobile Liability, in connection with work being done under this contract.

b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| | | LIMITS OF LIABILITY | |
|-----------------------------|-------------------------------|---|--------------|
| Type of Insurance | | each occurrence | aggregate |
| GENERAL LIABILITY | | MINIMUM \$500,000 OCCURRENCE/AGGREGATE | |
| XX | comprehensive form | | |
| XX | errors & omissions | | |
| XX | premises - operations | bodily injury | |
| — | explosion & collapse | | |
| — | hazard | property damage | |
| — | underground hazard | | |
| — | products/completed | | |
| | operations hazard | bodily injury and | |
| XX | contractual insurance | property damage | |
| XX | broad form property | combined | |
| | damage | | |
| XX | independent contractors | | |
| XX | personal injury | personal injury | |
| AUTOMOBILE LIABILITY | | MINIMUM \$500,000 OCCURRENCE/AGGREGATE | |
| | | bodily injury | |
| | | (each person) | |
| | | bodily injury | |
| | | (each accident) | |
| XX | comprehensive form | <u>property damage</u> | |
| XX | owned | | |
| XX | hired | bodily injury and | |
| XX | non-owned | property damage | |
| | | combined | |
| EXCESS LIABILITY | | | |
| XX | umbrella form | bodily injury and | |
| | other than umbrella | property damage | |
| | | combined | |
| | | \$500,000. | \$500,000. |
| XX | PROFESSIONAL LIABILITY | \$1,000,000. | \$1,000,000. |

The certification or proof of insurance must contain a provision for notification to the Town ten (10) days in advance of any material change in coverage or cancellation.

The successful Responder shall furnish to the Town the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

Any questions as to the intent or meaning of any part of the above required coverage should be directed to Ms. Kaola King, Finance Director, at (954) 776-0576.

A response to this RFQ constitutes the Responder's ability to conform to the insurance requirements, unless stated otherwise.

L. STANDARD PROVISIONS

1. Governing Law. Interested vendors will agree that the laws of the State of Florida shall govern agreements, and the venue for any legal action will be Broward County, Florida.
2. Conflict Of Interest. For purposes of determining any possible conflict of interest, each Responder must disclose if any Town employee is also an owner, corporate officer, or an employee of his or her business. If any Town employee is also an owner, corporate officer, or an employee, the Responder must file a statement with the Broward County Supervisor of Elections, pursuant to Florida Statutes 112.313.
3. Drug Free Workplace. The selected Responder with whom an agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.
4. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See Section 287.133(2)(a), Florida Statutes.
5. Familiarity With Laws. The selected Responder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the project. Ignorance on the part of the Responder will in no way relieve him /her from responsibility.
6. Withdrawal Of Responses. A Responder may withdraw his proposal without prejudice to himself/herself no later than the advertised deadline for submission of responses, by communicating this request in writing to June White, Town Clerk, Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

7. Non-Discrimination. During the performance of an awarded contract, the successful Responder shall not to discriminate against any candidate for employment because of race, religion, color, age, sex, national origin, sexual orientation, disability or any other basis prohibited by applicable laws of the United States, the State of Florida, or Broward County relating to discrimination in employment except where one or more of these are a bona fide occupational qualification.

8. Composition Of Project Team. Responder will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the "project" throughout the period of the contract unless provided for otherwise in the contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement. The written approval of the Town will be required for any such diversion or substitution.

9. Contact Information. For additional information regarding this solicitation, please contact June White, Town Clerk, Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308, (954) 776-0576.