



REQUEST FOR PROPOSALS

EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER

RFP NO. 24-XXX



Financial Services
7 North Dixie Highway
Lake Worth Beach, FL 33460
561.586.1770

RFP #24-XXX

EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER

The City of Lake Worth Beach, Florida (“City”), is requesting proposals from qualified and experienced executive recruitment firms to conduct a nationwide search, recruit, screen, and fill the executive position of City Manager. Experience working with Florida municipalities is preferred. A complete scope of potential services is attached as **Exhibit “A”** and incorporated into this Request for Proposals (“RFP”).

Time is of the essence and any proposal received after **3:00 PM, XXXXXXXX, 2024**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the RFP (hereafter “Respondents”) are responsible for insuring that their proposal is delivered to the City’s Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to cancel this solicitation, reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney’s fees, incurred by any Respondent in preparing and/or responding to the RFP and/or traveling to and from the City as needed, are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the RFP by contacting the Financial Services office at purchasing1@lakeworthbeachfl.gov or from lakeworthbeachfl.bidsandtenders.net. All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this RFP opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them. To ensure receipt of the latest information and updates via email regarding this RFP, or if a Respondent has obtained this RFP Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be registered as a Plan Taker for the RFP opportunity.

All proposals must be mailed to:

**City of Lake Worth Beach
Financial Services/Purchasing Division
7 North Dixie Highway, 2nd Floor
Lake Worth Beach, FL 33460**

ENVELOPE MUST BE IDENTIFIED AS RFP #24-XXX.

PUBLISHED: _____, 2024, Palm Beach Post & City Website

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth Beach, Florida, is requesting proposals from qualified and experienced executive recruitment firms to conduct a nationwide search, recruit, screen, and fill the executive position of City Manager. Experience working with Florida municipalities is preferred. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, XXXXXXXX, 2024**, whether by mail or otherwise may be rejected by the City. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Respondents may deliver proposals directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting Procurement Division at (561) 586 – 1770 in advance.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. **Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to cancel this solicitation, reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope, specification requirements, and forms (unless supplemented by City-issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

3. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in the bidding system at lakeworthbeachfl.bidsandtenders.net or in writing via e-mail to purchasing1@lakeworthbeachfl.gov and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this RFP or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves

the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

4. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

5. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Questions from Potential Respondents Due _____, 2024 - 4:00 PM
- Proposal Due Date and Time _____, 2024 - 3:00 PM
- Proposal Evaluation _____, 2024
- Contract Negotiations/Approval _____, 2024
- Contract Start Date _____, 2024

The City reserves the right to amend the anticipated schedule as it deems necessary.

6. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process.

7. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this RFP as Exhibit "C". Failure to complete will result in rejection of the Respondent's proposal.

8. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw and/or cancel this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

9. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract will be negotiated with successful Respondent. If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City. While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is in the best interests of the City.

Awarded contracts which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

Unless otherwise agreed to by the City, the resulting contract will include the City's legally required and other standard terms and conditions, any negotiated terms and conditions, and the following provisions: "Firm agrees to indemnify, defend, and hold the City, its officials, employees, and agents harmless from and against any and all liability on account of any damages, injuries, death, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, (collectively, "Claims") as a direct or indirect result of the Firm's performance (or lack thereof) under this Agreement or the Firm's violation of law, rule, ordinance, or regulation while performing (or failing to perform) under this Agreement. Nothing contained in this Agreement shall be construed or

interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver and limitations set forth in Section 768.28, Florida Statutes, as amended from time to time. The parties agree that the provisions, waiver, and limitations set forth in Section 768.28 are deemed to apply to this Agreement to Claims arising in tort and to Claims arising in contract.”

The Respondent agrees that if it is awarded the contract hereunder, it will sign and return the negotiated contract to the City within five (5) business days of the receipt of such contract.

10. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence-
- B. The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. The selected Respondent shall carry Workers’ Compensation Insurance and Employer’s Liability Insurance for all employees as required by Florida Statutes.
- D. The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers’ Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an “Additional Insured” on a primary, non-contributing basis.

11. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee, and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this RFP. The selected Respondent will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposal(s) that is in its best interests.

To be considered responsive, Respondent's response to this RFP shall substantially conform in all material respects to the requirements and criteria set forth in the RFP. This includes such aspects as following RFP instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible, Respondent shall have the capability in all respects to fully perform the requirements identified in the RFP documents. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance of the services requested in this RFP. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into consideration the Respondent's past performance on any contract involving similar work and/or services; the Respondent's skill and business judgment; the Respondent's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent's, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

At its sole option, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

Evaluation Criteria and Scoring:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations

(with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 70 points.**

EVALUATION CRITERIA	Points Awarded
<p>Qualifications and Experience:</p> <p>Executive search firm qualifications and previous experience, including similar assignments to recruit, screen and place City Managers preferably in Florida. Also includes success and tenure of City Manager candidates/firms placed in other public agencies. (up to 20 points)</p> <p>Experience of Assigned Staff and other available Resources: Experience of the professional staff specifically assigned to lead the search for qualified City Managers, and the firm’s capacity, facilities and equipment available to perform the services (up to 20 points)</p>	<p>0 – 40 points</p>
<p>Proposed Recruitment Methodology and Process:</p> <p>Proposed recruitment methodology and clear strategy for recruitment of qualified City Managers (up to 15 points). Clear plan of proposed recruitment steps, proposed documentation and evidence of availability of the firm’s resources to meet project timelines and meet the City’s requirements (up to 15 points)</p>	<p>0 - 30 points</p>
<p>Fee Structure & Placement Guarantee:</p> <p>Fee structure, including all fees and reimbursable expenses to complete the search. (up to 15 points) Placement guarantee term of minimum of one year. Additional guarantee term will be carrying more points (up to 5 points)</p>	<p>0 - 20 points</p>
<p>Veteran Business Enterprise, Small Business and Local Business Preference:</p> <p>Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference.</p>	<p>0 – 5 Points</p>

<p>Termination, Litigation, or Debarment</p> <ol style="list-style-type: none"> 1. Instances of a termination under a similar project or contract; 2. Instances of litigation related to a similar project or contract. <p>(No instances provide for the full score of 5 points, the rest is evaluated accordingly. Respondents that do not address this item in their proposal will score 0 points)</p>	<p>0 – 5 points</p>
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Total 100 Points

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

12. PROPOSAL FORMAT

Each Respondent shall submit **one (1) original, five (5) copies, and one (1) electronic copy of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English. Electronic copy shall be provided on USB drive.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

Table of Contents

Tab 1 - Respondent Information Page

Exhibit "C" hereto.

Tab 2 - Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent’s business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent’s understanding of the scope of services.

- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

Tab 3 – Qualifications and Experience (up to 5 pages plus resumes of staff assigned to the project)

Describe the qualifications and previous executive search experience including similar City Manager searches in Florida and otherwise.

The firm shall also include an explanation of the success and tenure of City Manager and other public executive candidates placed by the firm during the last five (5) years. The following specific information must be provided and be presented so proposal evaluators may easily find this information:

- a. The specific number of successful City Manager/other public executive candidate executive searches and placements the firm has completed overall and in the last five (5) years.
- b. Identify how many of the above-referenced executive placements continue to serve as City Manager/other public executive position where originally placed by the firm or, if no longer serving, how long such manager served at the public entity.
- c. Describe the size of the communities (population and annual budget) where a City Manager/other public executive position was successfully placed.

Respondents shall provide a minimum of three (3) similar projects (within the past five (5) years) on the form provided (Exhibit “D”) and include whether the executive recruitment services and placement were completed on time and within budget.

Respondents shall provide a minimum of three (3) references on the form provided (Exhibit “E”) demonstrating their experience and/or skill with similar recruitment services (within the past five (5) years). Prior experience and skill with other Florida municipalities is helpful but not required. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Experience and Background of Assigned Staff and Availability of other Resources

Describe the relevant experience and background of the professional staff specifically assigned to lead the City’s search. This description shall also include assurances and information regarding the firm’s capacity, facilities, equipment, and credit available to perform the services requested in this RFP.

Tab 4 – Proposed Recruitment Process (up to 5 pages)

Describe the proposed recruitment process that will be undertaken and detailed project plan to include all steps that Consultant plans to take. This portion of the Proposal should provide specific details the firm will follow to understand the desired qualifications, experience, and traits the City Commission expects for the next City Manager, including the specific needs and character of the City of Lake Worth Beach and to develop the City Manager candidate profile and recruitment brochure. Other details including development of recruitment advertisements/marketing for local/national searches, candidate recruitment, the process the firm uses to screen and complete background checks on applicants, the projected timeline to recruit a City Manager (from profile development to hire date), recommended interview process, any community engagement process, meetings with individual Commission members, recommendations, and any other services that would be provided to the City as part of this executive recruitment process. Respondents plan shall provide the details of how will they manage in person meetings with City Commissioners and in person participation in public meetings. Respondent shall provide details of how will they manage the support to the City and perform all the steps of the proposed process independently. The firm shall also include an explanation of how their recruiting process will ensure a diverse pool of candidates that reflects the City’s needs.

Tab 5 - Fee Structure (unlimited)

Describe the fee structure, including all fees and reimbursable costs. The total fee for the executive search must be included in the proposal and must be valid for 90 days from the proposal opening date. Any reimbursable expenses, including, but not limited to, advertising, recruitment brochure, postage and estimated additional travel expenses should be listed in the proposal.

Firms shall also include an explanation of the placement guarantee the firm will provide to the City. Placement guarantee term shall be minimum of one year.

Tab 6 – Veteran Business Enterprise, Small Business and Local Business Preference (Exhibit “H” + unlimited pages)

Section 2-117 of the City’s Procurement Code shall govern the application of a veteran business enterprise, small business and/or local business preference for this RFP. **Documentation to support a Respondent as a Veteran Owned Business, Small Business and/or Local Business must be submitted with a Proposals in response to the RFP.** Documentation submitted after the proposal deadline will be rejected.

Tab 7 - Termination, Litigation, etc. (unlimited)

Respondents should provide a summary of any termination or litigation against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the termination and litigation or a brief description of the outcome or projected outcome, and the monetary amount involved. **If none, state as such.**

Tab 8 - Proof of Licenses (unlimited)

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered, if any;
- Proof of authorization to conduct business in the State of Florida;
- Statement or proof of required insurance;
- Proof of Respondent’s Business Tax Receipt (as applicable); and

- Other Proof of Specific Qualifications.

Appendix

Other Relevant and Supporting Documentation and required forms.

Other

Please be advised that pursuant to section 287.05701, Florida Statutes (2023), the City may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is responsible. Further, the City may not give a preference to a vendor based on the vendor’s social, political, or ideological interests.

13. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Respondent warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.

D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the RFP, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

14. PROTESTS

Any actual Respondent who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City’s procurement code. A complete copy of the City’s procurement code is available on- line at municode.com under the City’s code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

15. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- A. Exhibit “A” Scope of Services
- B. Exhibit “B” City’s Campaign Contribution Statement (submit with proposal)
- C. Exhibit “C” Respondent Information Form (submit with proposal)
- D. Exhibit “D” Similar Projects (submit with proposal)
- E. Exhibit “E” References (submit with proposal)

- | | |
|----------------|---|
| F. Exhibit "F" | Drug Free Workplace Form (submit with proposal) |
| G. Exhibit "G" | Scrutinized Companies Certification |
| H. Exhibit "H" | Veteran Business Enterprise, Small Business and/or Local Business Preference Form |

16. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

17. PUBLIC ENTITY CRIMES.

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

18. SCRUTINIZED COMPANIES

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all Contractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' new employees;

B. Secure an affidavit from all Contractors (providing services or receiving funding under this Agreement) stating that the Contractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

- C. Maintain copies of all Contractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- D. Comply fully, and ensure all Contractor s comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

END OF RFP
RFP EXHIBITS FOLLOW

DRAFT

EXHIBIT "A"

RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER SCOPE OF SERVICES

General Scope of Services: The firm will provide timely, high quality executive management recruitment for the position of City Manager. Generally, the firm will provide all necessary services to conduct a nationwide search, recruit, screen, and fill the executive position of City Manager. The firm will be familiar with and understand Florida's Sunshine Law and Public Records laws. It is essential that the firm executes a thorough screening process ensuring all candidates presented are well qualified and actively interested in the City Manager position.

In addition to other necessary services, the firm will be responsible for the following:

1. Develop a complete understanding of the City and its current needs. Review the City's goals and objectives and become familiar with all areas that will be affected by the recruitment activities. The firm is to participate in and schedule one-on-one meetings with the Mayor and City Commissioners prior to developing a City Manager hiring profile.
2. Develop a comprehensive understanding of the duties and responsibilities of the City Manager position that have been outlined and approved by the City Commission.
3. Conduct a broad and active search for qualified candidates to include advertising with, but not limited to, the following:
 - a. ICMA (International City/County Management Association)
 - b. Florida League of Cities, Inc.
 - c. Florida City and County Management Association
4. Review applications and resumes. Complete thorough reference and background checks on top candidates (up to 15).
5. Present top candidates to City staff, the Evaluation Committee, and/or the City Commission for review, as requested, and work with the City to narrow and determine the candidates that will be invited for an interview.
6. Coordinate the scheduling of interviews with candidates with City staff and/or the Evaluation Committee. Coordinate the scheduling of one-on-one interviews with candidates with the City Commission, if requested. Public meeting interviews may also be requested by the City Commission or Evaluation Committee.
7. Attendance in person at meetings with City staff, Evaluation Committee, individual members of the City Commission and/or City Commission meetings.
8. Search firm may be responsible for participating in negotiations of the contract with the first, second, and/or third choice candidate. The City Attorney will draft and review the negotiated contract prior to submittal to the City Commission for its consideration.

If any services, functions, or responsibilities are not specifically described in this **Exhibit "A"** or elsewhere in the RFP but are necessary for the proper performance and provision of the services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described herein.

The City shall retain the right to conduct any research or background checks in addition to the firm's findings for any potential candidate.

The issuance of this RFP and receipt of proposals does not commit the City to award a contract. Further, the City reserves the right to utilize the services of other executive recruitment firms in the City Manager search.

Information about the City, City Government, and City Manager Position: The City of Lake Worth Beach is located on the Atlantic Ocean in east-central Palm Beach County, Florida, and is about 64 miles north of Miami. It has approximately 43,000 residents and is 7 square miles. The City is a historic, vibrant community which embodies racial, ethnic, economic, and philosophical diversity. It offers an excellent quality of life in a friendly, mid-size coastal community. Unlike most of Florida's newer cities, Lake Worth Beach has a true downtown. Among its attractions are numerous studios and galleries as well as live theater at the art deco Lake Worth Beach Playhouse. The City has become a center for the finest visual arts, experimental music, dance and theater groups, and its exuberance is reflected in the many locally owned boutiques, music venues, art galleries, restaurants, and public art that dot the streets downtown. The City has a broad array of recreational opportunities, including the beach, boating in fresh and saltwater, a municipally-owned golf course, fishing pier, waterfront amphitheater, many parks and athletic facilities.

The City of Lake Worth Beach operates under the City Commission-Manager form of government. The Commission is composed of a Mayor and four (4) Commissioners. The Mayor is elected at large, and each Commissioner is elected by his or her respective single-member district. The Mayor and Commissioners serve staggered three (3) year terms. The Commission appoints a City Manager as the chief administrative officer to oversee the day-to-day operations of the City. The City Manager is appointed by a majority vote of the entire City Commission. The City Manager provides the primary source of leadership to the administration and staff, directs and supervises the administration of all departments (except as otherwise provided by law), attends and participates in City Commission meetings, prepares and submits a capital improvements program to the City Commission, directs the operation of all municipal functions (except as otherwise provided by law), and is responsible for the supervision and efficient operation of the City Departments. Working closely with department directors, the City Manager coordinates the provision of services to the city residents, visitors, and businesses, assumes responsibilities for asserting a leadership role in the community and strives to improve intergovernmental relationships. The City Manager assists the City Commission in developing policy and program alternatives, preparing an annual balanced budget and millage rate, establishing long-term goals and objectives of the City and determining revenue saving options. The City Manager keeps the City Commission fully advised as to the financial condition and future needs of the City and makes recommendations to the Commission concerning the affairs of the City.

The City has a general fund budget of approximately \$45.9 million and a total budget of approximately \$191.5 million. The City is a full-service city and has 400+ employees spread over six (6) functional areas. Approximately 38% are in Utilities, 12% are in General Government, and the rest are spread over Leisure Services, Public Services, Solid Waste, Planning, Zoning, Building and Code Compliance. In addition to the typical municipal functions, the City operates its own electric utility, water utility, sewer and storm water utility, solid waste collection system, cemetery, golf course, and library. Law enforcement services are provided via a contract with the Palm Beach County Sheriff's Office, and Fire Rescue Services are provided via a contract with Palm Beach County Fire Rescue. The City has a Community Redevelopment Agency whose area covers most of the City's commercial areas (30+% of the City overall) and the Agency has primary responsibility for economic development within the City's boundaries. The City's employees are largely unionized. The International Brotherhood of electrical Workers (IBEW) represents the electric and water employees (except management). The Public Employee Union (PEU) represents most non-management administrative staff as well as public work and property maintenance employees. The Professional Manager Supervisor Association (PMSA) represents most managers and supervisors below the Assistant Director level.

EXHIBIT "B"

**RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER
CITY CAMPAIGN CONTRIBUTION STATEMENT**

This RFP is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publicly disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

Respondent to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

- 1. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 2. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 3. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 4. _____ contributed a total of \$_____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 2024.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

EXHIBIT "C"
RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER
RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature: _____
Signature

Print Name

Title: _____

Physical
Address: _____
Street

City

State

Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____

This is a requirement of every Respondent.

State of Incorporation: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

DRAFT

EXHIBIT "E"

**RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER
REFERENCES**

List below, or on an attached sheet, list references per RFP requirements for providing the required services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

REFERENCE #1

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #2

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #3

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

EXHIBIT "F"

RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Print Name

Position

EXHIBIT "G"
RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By:

Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2024, by _____, as the _____ [title] of _____ [vendor's name], a _____ [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "H"

RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND
LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP.

The undersigned Respondent, hereby claims the following preference:

- Veteran Business Enterprise
- Small Business
- Local Business

Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP and attached to this form. Documentation submitted after the bid deadline will be rejected.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____