

**Request for Proposals (RFP)
Recruitment Firm for Executive Director Search**



Response Due Date: November 20, 2020 by 4:00 p.m.

Issued By:

Ann Arbor Downtown Development Authority
150 S. Fifth Avenue, Suite 301, Ann Arbor, MI 48104
www.a2dda.org (734) 994-6697

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SECTION 1 GENERAL INFORMATION

Issuing Office

The Ann Arbor Downtown Development Authority (DDA) issued this Request for Proposals. All contact regarding this RFP should be directed to:

Susan Pollay, Executive Director
Ann Arbor Downtown Development Authority
150 South Fifth Avenue, Suite 301
Ann Arbor, Michigan 48104
Email: spollay@a2dda.org

Introduction

The DDA requests statements of qualifications and proposals from professional search/recruitment firms/teams to assist with an Executive Director search.

About the DDA

DDAs were enabled by the State of Michigan as an economic development tool to counteract central city decline, and to ensure that city centers receive careful stewardship and long-term consideration. The Ann Arbor DDA is a public entity created in 1982 by the City of Ann Arbor under this enabling act, and in 2003 City Council voted to amend the DDA's Development Plan to extend its life until 2033.

The DDA manages the Ann Arbor public parking system, conducts downtown planning, undertakes large downtown improvement projects, and provides grants. The work of the DDA is done by a staff of six and is overseen by a board of twelve volunteers appointed by the Mayor and approved by City Council. Information about the DDA, including its projects and budget can be found on its website: <https://www.a2dda.org/>.

Project Background & Scope

The DDA Executive Director has been in her role since 1996 and will retire at the end of January 2021. A senior member of the staff will serve as Interim Director until a permanent selection has been hired and has begun work.

The DDA authorized its Executive Committee to oversee this search process. The selection of the new DDA Director will be made by the full DDA board, with a confirmation vote of approval by Ann Arbor City Council.

The DDA is requesting qualifications and proposals from highly successful and experienced firms to help it successfully recruit and hire its next Executive Director. The DDA has a strong commitment to diversity and inclusion.

RFP Goal

The objective of this RFP is to find a qualified and experienced firm to assist the DDA in its work to recruit and hire its next Executive Director. The DDA intends that the successful proposer, once engaged, will develop and implement an effective recruitment effort that will result in the DDA hiring the best possible candidate to serve as its next Executive Director.

Project Scope

To carry out this objective, the DDA expects that the selected firm will work in close consultation with DDA staff and Executive Committee. Project scope will include the following:

- Provide timely, high quality executive recruitment for the position of the DDA's Executive Director.
- Propose an expected schedule for identifying and placing the DDA Executive Director.
- Develop a holistic understanding of the DDA organization, its mission, activities and role within the City, and the particulars of the Executive Director role within the organization.
- Develop a candidate profile and job description that outlines the specific areas of technical expertise, management experience, and leadership competencies to be successful in the DDA Executive Director role.
- Conduct a broad and active search for qualified candidates. The firm will work with the DDA Executive Committee and DDA staff in developing a recruitment strategy that includes identification and recruitment of diverse candidates who may be in the job market as well as those who may not be actively searching for a new position.
- Perform initial interviews on qualified candidates and present top candidates to DDA Executive Committee and propose interview schedule.
- Provide interview strategies including methods, customized questions, and information about each candidate.
- Facilitation of pre and post interview briefings with the DDA Executive Committee.
- Execution of a thorough screening process and reference checks on presented candidates.
- Assist the Executive Committee in negotiating and drafting any potential job offer, salary offer, terms and conditions of employment, or employment agreement with the finalist.
- Notify unsuccessful candidates.
- Provide a placement guarantee of the final candidate.
- Prepare requested written and oral reports on the status of the search, and any information regarding the candidates the DDA Executive Committee should consider.
- Advise the DDA of any other areas, services, or actions that should be taken that are not listed above.

Anticipated Schedule for Consultant Selection

RFP released	Friday, October 30, 2020
Questions submitted via email 5:00 p.m. EST	Monday, November 9, 2020
DDA email response to questions	Friday, November 13, 2020
RFP response deadline 4:00 p.m. EST	Friday, November 20, 2020
Interviews (if DDA determines is necessary)	Weeks of December 7/14, 2020
Executive Committee review/recommendation	Weeks of December 14/21, 2020
DDA Board approval	Wednesday, January 6, 2021

The schedule above is subject to change at the DDA's discretion.

Submissions and Clarifications

One electronic submission plus one hard copy. Responses must arrive at the Ann Arbor DDA Office no later than Friday, November 20, 2020 at 4:00 p.m. EST. Submissions should be as concise as possible and may not exceed 50 **numbered** pages (25 sheets).

Proposals received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the Submitter is responsible for the actual delivery of submittal. All submittals become the property of the DDA whether awarded or rejected.

All information as submitted is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). Submission contents will not be deemed proprietary information, and individuals who submit qualifications will be provided opportunities to review other submittals if requested. The DDA accepts no financial responsibility for costs incurred by any Submitter responding to this RFP. By responding to this RFP the Submitter agrees to hold the DDA harmless in connection with the release of any information contained in its qualifications' response.

The DDA reserves the right in its sole and absolute discretion to accept or reject any or all proposals or alternative proposals, in whole or in part, with or without cause. The DDA reserves the right to waive or not waive informalities or irregularities in proposals or procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the DDA to be in the best interests of the DDA even though not the lowest cost proposal. The DDA reserves the right to request additional information from any or all Dealers. The DDA reserves the right not to consider any proposal, which it determines to be unresponsive and/or deficient in any of the information requested within RFP. The DDA reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented. The DDA reserves the right to select one or more Dealers to perform services. The DDA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. The DDA reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP or fail to enclose copies of the required documents as outlined within RFP.

Should any prospective Submitter be in doubt as to the true meaning of any portion of this RFP, or should the Submitter find any ambiguity, inconsistency, or omission therein, the Submitter shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to **spollay@a2dda.org** by 5 p.m. EST on Monday, November 9, 2020. A single email providing clarifications will be provided to all Submitters who contact **spollay@a2dda.org** to express interest in receiving these clarifications by Friday, November 13, 2020.

Selection Process

A committee made up of DDA representatives will review RFP submissions. The criteria used in the RFP evaluation will include, but will not necessarily be limited to, the following:

- Project understanding
- Evidence of successful executive placements with agencies similar to the DDA by the staff assigned to this project
- Recruitment strategy, including outreach to encourage diverse candidates to apply
- Fee proposal

The DDA has no pre-selected candidates for this project. The DDA may prequalify multiple teams/firms.

Interview Process and Agreement

If it is determined that one or more Submitters will be interviewed as part of a selection process, the interview would consist of a presentation of approximately fifteen (15) minutes by the Proposer, including the person who will be assigned to the DDA as the project manager, followed by approximately forty-five (45) minutes for questions and answers. Audiovisual aids may be used. Following the interview, the DDA may request additional information.

The DDA will seek to negotiate a mutually acceptable agreement with the highest ranked Submitter, including a detailed proposal/scope of work for approval by the DDA. If the agreement is mutually agreeable, the selected Submitter will be asked to sign a professional services agreement (PSA) as seen in Attachment A. Please be advised that the DDA will not modify the language contained in this PSA. In the case that a mutually acceptable agreement cannot be reached, the DDA may commence negotiations with the second highest qualified Submitter.

Reservation of Rights

The DDA reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal and to make the award in any manner the DDA believes to be in its best interest.

SECTION 2: RFP SUBMITTAL REQUIREMENTS

1. Firm Identification.

- State the full name, address, telephone number, and web site address of the lead firm. Indicate whether you operate as an individual, partnership, corporation or joint venture. If subcontractors are to be used, they must be identified in the same way.
- Provide the name, title, address, email, and telephone number of the individual to whom correspondence should be directed during the consultant selection process, and if it is different, the name and title of the individual who will negotiate with the DDA and who can contractually bind the proposer's firm.

2. Statement of Understanding.

- State your understanding of the project and your proposed approach.

3. Staff and/or Team Members Assigned to this Project.

- Provide the names and positions of all staff to be assigned to this project, as well as sub-consultants. Designate who will be the DDA's contact throughout the project.
- Provide the qualifications, comparable experience, and project responsibilities of the team members assigned to this project, and address how team members will be coordinated.
- Outline the workload for team members, indicating their expected availability and the percentage of their time that will be devoted to the contract.

4. Technical and Management Approach Previous Experience.

- Provide detailed information about three or more examples in which the firm was successful placing top executives with agencies similar to the DDA, including details about the name and role of team members who were involved in these placements.
- Provide examples in which the firm was successful getting diverse candidates hired by agencies similar to the DDA.
- Include names, phone numbers, and email addresses for client contacts.
- Provide a detailed list of tasks that will be accomplished by your firm, including specific staff to be involved, proposed and/or actual schedule
- Outline the types of outreach tools and processes that will be used.
- Provide a fee proposal for this project, preferably broken out by task.
- Convey how the project demonstrates alignment with DDA project approach and goals

5. Project Schedule.

Indicate your team's capacity to commit to a start date and ability to stay in place through duration of the project.

Attachment A – Standard Professional Services Agreement

AGREEMENT BETWEEN

AND THE ANN ARBOR DDA FOR PROFESSIONAL SERVICES

The Ann Arbor DDA, a Michigan municipal corporation, having its offices at 150 S. Fifth Ave., Ann Arbor, Michigan 48104 ("DDA"), and _____

_____ ("Consultant") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)
with its address at _____
agree as follows on this _____ day of _____, 20__.

The Consultant agrees to provide professional services to the DDA under the following terms and conditions:

I. DEFINITIONS

Contract Administrator means _____, acting personally or through any appropriate staff member.

Deliverables means all Data, Plans, Reports, Recommendations, and other materials developed for or delivered to DDA by Consultant under this Agreement

Project means:_____.

II. DURATION

This Agreement shall become effective on _____, 2020, and shall conclude as outlined in Exhibit _____ by _____.

III. SERVICES

- A. The Consultant agrees to provide (type of service) services ("Services") in connection with the Project as described in Exhibit A. The DDA retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executive under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the DDA except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the DDA may verify invoices submitted by the Consultant. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the Ann Arbor DDA, and their officers, employees, and agents from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - 1. Professional Liability Insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
 - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident Bodily Injury by Disease - \$500,000 each employee Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The Ann Arbor DDA shall be added as additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the DDA may possess, including any self-insured retentions the DDA may have; and any other insurance the DDA does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the DDA.
- C. In the case of all contracts involving on-site work, the Consultant shall provide to the DDA, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30-day written notice of cancellation in favor of the Ann Arbor DDA. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the DDA, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the

endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the DDA. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the DDA.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant shall indemnify, defend and hold the DDA, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.
- B. Living Wage. The Consultant agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficiently trained employees to provide the Services specified in this Agreement.
- D. The Consultant warrants that it is not and shall not become overdue or in default to the DDA for any contract, debt, or any other obligation to the DDA including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The DDA may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the DDA to effect continued payment under this Agreement are not appropriated or otherwise made available, the DDA shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE DDA

- A. The DDA shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the DDA. Notwithstanding any consent by the DDA to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the DDA. The DDA and Consultant acknowledge that _____ will be joining the Consultant (name of primary) team to assist as outlined in Exhibits A and B.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

- C. The Fee Schedule, as outlined in Exhibit B, is inclusive of the work of any and all authorized consultants and _____ (primary service providers) acknowledges that it will be responsible for the work of any consultants (sub consultant name) included in Exhibit B.

XI. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the DDA. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the DDA without restriction or limitation on their use. The DDA acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the DDA shall have a recognized proprietary interest in the work product of the Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The DDA's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the DDA and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the DDA.

FOR CONSULTANT

FOR THE ANN ARBOR DDA

By _____

By _____