

## Clarksville-Montgomery County Economic Development Council

### Request of Proposal For Executive Search Firm

Issue Date: 8/3/2020

Due Date for Proposals: 8/31/2020

#### I. Purpose

The Clarksville-Montgomery County Economic Development Council (EDC) is requesting proposals from executive search firms with proven experience, capacity, and expertise to assist the organization with the selection of a President/Chief Executive Officer (CEO).

#### II. Organizational Background

The EDC is a 24-year-old 501 (c)(6) nonprofit organization established to develop, direct, and maintain economic development strategies to further advance the general welfare and economic prosperity of Clarksville-Montgomery County Tennessee and the surrounding area. Overseen by a Board of Directors comprised of member-entity and public sector representatives, the EDC's membership includes:

- **The Montgomery County Industrial Development Board**
- **The Clarksville-Montgomery County Tourist Commission** (dba "Visit Clarksville")
- **The Clarksville Area Chamber of Commerce**

The EDC executes its economic development strategies in cooperation with its member entities, through the direction of its 20+ member staff, and by leveraging the investments of the **Aspire Clarksville Foundation** which provides leadership and financial resources from local businesses and industries.

#### III. Scope of Services

The Executive Search Firm shall assist the EDC in attracting, interviewing, and hiring of a new CEO. The CEO is responsible for the executive functions of the EDC, the development and execution of the Board's strategic plans, stewardship of its powers and resources, as well as the day-to-day performance of all staff (regardless of functional area or member-entity affiliation). Services required by the Executive Search firm include:

1. Solicitation from the Board, the Executive Committee and other relevant stakeholders selected by the Executive Committee, of information which will help better define the role, responsibilities, and qualifications required for the next CEO.
2. Develop a recruitment strategy, process, and timetable for the successful hiring of a CEO.
3. Develop an updated job description, if needed. A preliminary job description is attached for reference.
4. Source and screen all potential candidates, through directed initiatives, including advertising and outreach, which best target the type of C-Suite executive the EDC is seeking to hire, based on the job description developed.
5. Assess the qualifications of potential candidates, screen the pool of applicants, and conduct appropriate levels of interviews to create a candidate pool of finalists.

6. Support the Board/Executive Committee in selecting a final candidate, conduct reference checks, and assist with the final hiring process, including contract negotiations, and assisting in the development of an onboarding plan.

#### IV. Pre-Proposal Questions

Please submit any questions regarding this RFP to the Search Firm Committee by email to: [CEOSearch@clarksville.tn.us](mailto:CEOSearch@clarksville.tn.us) with the subject line "EDC Executive Search RFP Questions" prior to the RFP submission deadline. We will respond in a timely manner.

#### V. Schedule for Proposal Submission, Review, Award and Project Scope

With the exception of the proposal submission deadline, the EDC reserves the right to make changes to the timeline below.

ACTIVITY	RESPONSIBLE PARTY	DATE
RFP Published	EDC Executive Committee	Monday, 8/3/2020
Deadline to submit questions	Potential Bidders	Friday, 8/14/2020
Deadline to submit proposal	Potential Bidders	Monday, 8/31/2020
Interviews with Semi-Final Candidates	EDC Executive Committee	Week of 9/8/2020
Selection of Successful Bidder	EDC Executive Committee	Week of 9/15/2020
Contract Awarded	EDC Executive Committee	Friday, 9/18/2020
Candidate selected/on-boarded	EDC Search Committee	January 2021

#### VI. Guidelines for Submissions

Please address the following areas in your proposal:

Name of firm, address, and key contact person

Statement of qualifications, experience and history of firm

Experience of staff who will be providing executive search services

Experience with similar economic development entities

Proposed approach

Cost of services (fixed/flat fee preferred), including options for levels of service provided.

Three (3) client references from comparable projects, including the company name, type of organization, contact name, contact job title, address, email, phone number, and brief project description for each respective reference.

Each Bidder responding to this RFP must supply all required documentation. Failure to comply with this RFP will result in the disqualification of Bidder's proposal.

Proposals must be emailed to CEOSearch@clarksville.tn.us with “Executive Search Firm” in the email subject line no later than 5 PM on Monday, August 31, 2020. No proposals received after this time will be considered, unless the deadline has been extended. All proposals must be signed by an official agent or representative of the company submitting the proposal.

Contract terms and conditions will be negotiated upon selection of the winning Bidder for this RFP.

All contractual terms and conditions will be subject to review by attorneys representing the EDC and will include scope, budget, schedule, and other necessary items pertaining to the project.

## VII. Communication Procedures

From the issue date of this RFP until selection and award, the Search Firm Committee is the sole point of contact concerning the RFP unless otherwise directed by the Committee. The initial mode of communication between the EDC and potential Bidders will occur through the email address CEOSearch@clarksville.tn.us.

Interested parties can download the RFP and any additional documents from the EDC website beginning Monday, August 3, 2020. The RFP is being made available electronically. If Bidder electronically accepts the RFP, Bidder acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in Bidder’s possession and the Search Firm Committee’s version, the Search Firm Committee’s version shall govern. It is the responsibility of respondents to check the EDC’s website for any addenda or modifications to an RFP to which they intend to respond. The EDC accepts no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date RFP document.

## VIII. Conflict of Interest

Each Bidder shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between or among Bidder, EDC directors, officers, employees, and agents and other parties to this RFP. Bidder is responsible for disclosing at the point of proposal submission of any such relationships. The EDC reserves the right to determine the pertinence of such relationships, when discovered or disclosed, whether intended or not, and to decide whether Bidder is disqualified or cancelled as a result thereof. The EDC’s determination regarding any question of conflict of interest will be final.

## IX. Evaluation Factors for Award

The following criteria will be used by the Executive Committee in evaluating proposals for final selection and shall include but not be limited to:

- Qualifications and previous executive search experience with similar type positions
- Professional staff background
- Ability to provide a relevant candidate selection pool in a short period of time
- Strategy for the selection of diverse candidates
- Candidate retention rate after hire
- Familiarity with the regional economic development landscape
- Overall compensation structure

The EDC reserves the right to conduct discussions with Bidders for the purpose of obtaining “best and final offers” as follows:

- Enter into pre-selection negotiations
- Schedule oral presentations; and
- Request revised proposals

The Executive Committee will limit any discussions to those Bidders whose proposal have the potential for selection. The Executive Committee will award to the responsible Bidder whose proposal, conforming to the solicitation, will be the most advantageous to the EDC.

#### Bidder’s Conditions, Representations, and Authorizations

By submitting its proposal, each Bidder understands, represents and acknowledges that:

- A Bidder and his/her authorized representative may withdraw or modify his/her proposal by written notice received prior to the exact hour and date specified for proposal receipt.
- All of Bidder’s information and representations in the proposal are material and important and the EDC may rely upon the contents of the proposal in negotiations, contractual obligations, and awarding the contract(s). Bidder agrees that the proposal will remain firm for a period of one hundred twenty (120) calendar days after the date specified for receipt of proposal or until a contract agreement is fully executed.
- Bidders are expected to fully inform themselves of all conditions, requirements and specifications before submitting a proposal. After the proposal submission deadline, a Bidder may not change its proposal or obtain relief in case of errors or omissions in the submitted proposal.
- The EDC may waive minor informalities or errors in proposals if it determines that the error does not undermine the overall integrity of the proposal.

## X. Post Award

Bidders whose proposals are not selected will be notified of the selected Bidder and given the opportunity to be debriefed. The debriefing will not compare Bidders with other Bidders, other than the position of Bidder’s proposal in relation to all other Bidders’ proposals. A Bidder’s exercise of the opportunity to be debriefed does not constitute the filing of a protest.

## XI. Contract Terms

If a Bidder’s proposal is accepted, the Bidder and the EDC will work in good faith to enter into a binding contract (“Agreement”) setting out all of the terms and conditions under which the Bidder will provide the services subject to this RFP, which Agreement will be consistent with the RFP. Among the provisions to be included in the Agreement are the following:

- Hold Harmless/Indemnification
- The Bidder shall indemnify, defend, and hold harmless the EDC, and its directors, officers, employees, and agents from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Bidder’s performance of the Agreement, provided that the Bidder shall

not be responsible for acts of negligence or willful misconduct committed by the EDC, its employees, agents and officials.

- Any property or work to be provided by the Bidder under the Agreement will remain at the Bidder's risk until written acceptance by the EDC; and the Bidder will replace, at Bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

## Termination

**Termination Prior to Expiration of Term:** The EDC reserves the right to terminate the resulting Agreement at any time, with or without cause, upon thirty (30) days' written notice to Bidder, except that where termination is due to the fault of the Bidder, the period of notice may be such shorter time as may be determined by the EDC. Upon receipt of any notice of termination, Bidder shall immediately cease all services except as may be specifically approved by the EDC. The Bidder shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the EDC. In the event of termination without cause, the EDC need not provide the Bidder with the opportunity to cure.

**Termination for Default of Bidder:** If termination is due to the failure of the Bidder to fulfill its obligations under the Agreement, the EDC may take over the work and prosecute the same to completion by contract or otherwise, and the Bidder shall be liable to the extent that the total cost for completion of the services required exceeds the compensation stipulated (provided that the EDC shall use reasonable efforts to mitigate such damages), and the EDC may withhold any payments to the Bidder for the purpose of set-off or partial payment of the amounts owed the EDC as previously stated.

**Termination for Non-appropriation:** If the EDC or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of the resulting Agreement, the Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the EDC's rights or the Bidder's rights under any termination clause in the Agreement. The effect of termination of the Agreement will be to discharge both the Bidder and the EDC from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Bidder shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. The EDC shall make a good faith effort to notify the Bidder as soon as it has knowledge that funds may not be available for the continuation of the Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

**Nondiscrimination:** The Clarksville-Montgomery County Economic Development Council is committed to equal employment without regard to race, national or ethnic origin, age, ancestry, disability, religious belief, sexual orientation, marital status, political belief, or veteran status. This nondiscrimination policy applies to all areas of employment. Applicants must agree to adhere to this nondiscriminatory policy and all other conditions and privileges of employment in accordance with applicable federal, state and local laws.