Request for Proposals for

*Executive Search Recruitment Services*

**RFP Issue Date:** December 14, 2022

**Proposals Due:** December 30, 2022

**Introduction**

Central Vermont Solid Waste Management District (CVSWMD) is a union municipal organization created “for the purpose of providing for disposal of solid waste generated by member municipalities and their residents,” as set forth in the CVSWMD charter. As articulated in the District’s 2019 Strategic Plan, CVSWMD’s mission is to provide education, advocacy, and services for residents and businesses in reducing and managing their solid waste in order to protect public health and the environment.

The Central Vermont Solid Waste Management District (CVSWMD) has served solid waste management and recycling needs in central Vermont for thirty-five years. CVSWMD is the second-largest solid waste district in the State of Vermont (by population) and serves 19 member municipalities in the central area of Vermont within Washington, Orange, and Caledonia counties.

CVSWMD owns a property in Montpelier which houses administrative and program services. In addition, CVSWMD leases commercial space in Barre for a recycling facility. Currently, CVSWMD is seeking properties in central Vermont to house a facility for managing and recycling Household Hazardous Waste (HHW) and operating other services and has obtained a $600,000 infrastructure grant from the State of Vermont for the project.

**Background**

The General Manager serves as the appointed manager and administrator of CVSWMD, and reports to the Executive Board of its Board of Supervisors, with the Chairperson of the Board assuming direct supervisory responsibility. The General Manager is responsible for the performance of the District. The role includes staff assistance to the Board of Supervisors in formulating and articulating policies and managing the human and financial resources of the District in a manner sufficient to implement the Board’s decisions and policies effectively and professionally.

The General Manager’s duties include: coordination of solid waste planning and implementation projects; budget and work plan preparation and monitoring; oversight of ongoing programming and operations; personnel management; grant administration; compliance with federal and state laws; technical assistance to individual members of the Board of Supervisors, local officials and persons requesting to communicate with the District.

The current staff of CVSWMD is 12 positions, and its annual budget is $1.3mm. CVSWMD’s headquarters is located in Montpelier, Vermont and the majority of its staff work on site, with some remote work flexibility. Three staff members perform their work from the recycling facility in Barre, Vermont.
CVSWMD is seeking a leader with strong administrative, financial and managerial experience, preferably with a municipal or board-governed organization. Experience with grants and the development or management of infrastructure projects is desired.

**Purpose of this Request**
CVSWMD is issuing this Request for Proposals for the services of an Executive Search Firm (ESF) to assist in the recruitment of a General Manager. The ESF shall assist the CVSWMD Hiring Committee in attracting, interviewing, and hiring a General Manager. Services include development of a recruitment plan, advertising for the position, conducting a nationwide search, vetting of qualified candidates, and decision assistance in final selection. The ESF will coordinate its efforts with CVSWMD’s Interim General Manager and Chair of the CVSWMD Hiring Committee.

**Scope of Services**
The Hiring Committee seeks the following services to identify and hire a new General Manager.

All proposals for services must be made on the basis of, and either meet or exceed, the requirements contained herein. All proposals must be able to provide:

A. **Requested Services**

1. Coordinate and communicate with the Interim General Manager and Hiring Committee chair throughout the process, including providing regular updates.

2. Attend meetings of the Hiring Committee or the Board of Supervisors and other meetings as requested during selection interviews and other stages of the recruitment process.

3. Identify a diverse pool of qualified candidates that meet the position profile to include national, regional, in-state, and local individuals to serve as CVSWMD’s next General Manager, including those actively pursuing a job change as well as those who may not be in the job market.

   - This portion of the search is expected to be completed within three (3) months after the execution of a contract.

4. In coordination with the CVSWMD Interim General Manager and Hiring Committee, develop evaluation criteria to be used.

5. Screen and interview candidates as appropriate to ascertain the suitability of potential candidates.

6. Provide to the Interim General Manager and Hiring Committee a vetted panel of candidates of those willing and most worthy of consideration, including candidate profiles, and written materials submitted by the candidates, preliminary references, any background reports, potential conflicts of interest, and other available, relevant information.

7. Inform each candidate that makes it to the final selection that their names and information will be shared with CVSWMD Interim General Manager and Hiring Committee.

8. Assist if requested with the development of an executive offer for the most qualified candidate to include benefits and terms of employment.

9. The executive offer will be evaluated by the Interim General Manager and Hiring Committee as part of the final selection process. It is expected that the General Manager will serve an initial 3-year term with subsequent 3-year terms, based upon performance.
11. Support and assist the Search Committee and the Board with final selection and negotiations with the selected candidate, and the development of strategies for successful candidate retention.
12. It is desired that the entire search process be concluded in two to four months from execution of the contract.
13. Provide a plan for mitigating a failed search.

**RFP Due Date**
Proposals are due December 30, 2022 at 4pm EST.

**Qualification and submission requirements**
Firm(s) must demonstrate that they have the resources and capability to provide the services as described herein. All submitters must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:
1. All proposals must be submitted by the due date above.
2. No late proposals will be accepted.
3. Proposals should be of professional caliber in content and appearance.
4. Your proposal cover letter should be signed by an officer authorized to bind your firm contractually, state that the proposal is firm for a 60-day period from the proposal submission deadline, and provide the name, title, address, and telephone number of the individual to whom correspondence, inquiries, and other contacts should be directed during the selection process.
5. All descriptions and information should be clear, concise, and provide sufficient information to minimize questions and assumptions.

The following information must be provided. The submitter is required to submit proposal in one electronic copy (PDF documents are acceptable).

1. One page – name of consultant and/or team members, main address, telephone and facsimile numbers, email, website addresses, and brief history of relevant work.
2. Clear statement of approach to working on the scope of work and a paragraph articulating your interest in this project.
3. A minimum of three (3) references with first-hand knowledge of the firm’s performance on similar or relevant projects and a brief description of the scope of work and search outcome (e.g., was an executive successfully recruited, hired, and retained). Please include contact information for all references listed.
4. A designated person of contact for all communications related to the RFP process.
5. Discussion of your fee schedule, arrangement and terms.

Inquiries, submission and receipt of proposals:

1. Inquiries - Questions regarding this RFP must be submitted in writing via an email to Barb Baird at CVSWMMD, at administration@cvswmdd.org before 4 pm EST on Wednesday, December 21, 2022. A written summary response to all inquiries will be sent via email to all firms sent the original RFP, or any others requesting such notification. The summary response will be distributed at least three days prior to the deadline for submittal of proposals.
2. No phone calls to CVSWMD, please. This RFP may only be modified in writing. No verbal information provided by any member of the staff or board of the CVSWMD shall be considered binding. Submittal of Proposals – Proposals must be submitted to: Administration@cvswmd.org by 4:00 PM EST, Monday, December 30, 2022. CVSWMD may extend the time for proposal submittals.

3. Acknowledgement of receipt - CVSWMD will acknowledge receipt of materials within 3 business days. If you wish to confirm receipt, please call Barb Baird at (802) 229-9383 ext. 100 Tuesday through Friday between 8:00 AM and 4:00 PM EST.

4. Materials submitted in response to this RFP will become the property of CVSWMD.

Contract Terms

1. CVSWMD may award contracts to one or more firms. It may award a contract based solely on the response to this RFP, or it may award a contract following discussion or negotiations with one or more firms making proposals. CVSWMD may request additional data or material prior to making a contract award. All contracts are subject to review by CVSWMD legal counsel, and a project will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget, and other necessary items. CVSWMD reserves the right to reject any and all proposals submitted for any reason and to modify or issue changes to the original RFP. Any changes will be distributed in writing to all those originally issued an RFP or firms that request to receive such distribution. CVSWMD reserves the right to select the proposer(s) which, in the best judgment of the District, will, among other considerations, perform in a timely manner. CVSWMD may also negotiate with the proposer(s) to modify or amend certain portions of their respective proposals.

Incomplete submissions of proposals will not be reviewed.

2. Evaluation Criteria – Each proposal will be evaluated by CVSWMD staff and/or representatives or designees from the Board of Supervisors. Criteria for evaluation will include, but not be limited to the following:

   a. Performance capability—the extent to which the proposal demonstrates the firm’s ability to provide the depth and breadth of experience, skills, knowledge and creativity generally required by this project
   b. Understanding of and commitment to CVSWMD’s mission, values, programs and objectives
   c. Cost effectiveness - quoted prices
   d. Demonstrated experience with similar-sized nonprofit or municipal organizations
   e. Qualifications and expertise in contracted services
   f. Meeting terms and conditions as called for in this RFP
   g. Completeness and quality of response, including clear deliverables, a reasonable approach, requested information and documentation
   h. References

While the order of these factors does not generally denote relative importance, CVSWMD acknowledges that selecting best value providers primarily requires a balanced combination of (1) reasonable rates, (2) strong experience and demonstrated expertise in providing Executive Search Services, and (3) a demonstrated commitment to diversity and inclusion through ownership or existing collaborative relationships.
Disclaimer
This RFP does not commit CVSWMD to select any firm, award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. CVSWMD reserves the right to accept or reject any or all submittals received, cancel or modify the RFP in part or in its entirety, or change the RFP guidelines, when it is in the best interests of CVSWMD to do so.

Appendix A Contractual Terms and Conditions

GENERAL PROVISIONS

A. Terms and Conditions:

1. **Acceptance**: The Contract consists in its entirety of this document and any attachments hereto or other material incorporated by reference herein, together with the District’s acceptance, which shall be only expressed in writing by an officer of the District. No modification, deletion, addition or waiver shall be effective unless written and signed by the party charged herewith through its authorized representative, notwithstanding any contrary terms or conditions in any communications or payment or acceptance of delivery by the District. This
Contract as so defined constitutes the entire Contract between the parties and supersedes any other agreements or understandings, oral or written.

2. **Duration:** This Contract will be binding upon the Proposer until the completion of the project. At the discretion of the General Manager, the contract(s) could be extended as necessary.

3. **Amendment - Waiver - Termination:** At any time, the District, may, by written amendment to the Contractor, and without notice to third parties, make modifications within the general scope of this Contract, or terminate this Contract. If any such amendment affects the price(s) as stipulated in the Proposal by the Contractor, the Contractor will provide, to the District, a written explanation of the price changes within 15 (fifteen) days of receipt of notification. Any waiver by either party of a breach, or any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressly in writing by the party to be bound.

4. **Applicable Law - Definitions - Interpretation:** The Contract will be governed by all applicable statutes and codes of the State of Vermont and Federal laws in effect on the date of this Contract, including the definition of terms used herein and the interpretation of the provisions hereof.

5. **Assignment:** Neither this Contract nor any interest in this Contract or any claim under this Contract (other than accounts receivable) shall be directly or collaterally assigned or transferred by the Contractor nor may the Contractor delegate performance hereunder to any other party without prior written authorization of the District, which authorization shall be in its sole discretion.

6. **Compliance with Law:** The Contractor shall comply with all applicable laws and regulations. The Contractor warrants that services provided are performed in compliance with all applicable federal, state and local laws and regulations. Contractor certifies that it is not delinquent with respect to the payment of any tax, charge, fee, or assessment levied by the State of Vermont, the Central Vermont Solid Waste Management District, or any agency or subdivision thereof.

7. **Default:** In the event of default by the Contractor in performance of any obligation, under this Contract, the District may, at its option, cancel the Contract without penalty or liability for direct or consequential damages or liability. In the event that it becomes apparent to the District that delivery of services cannot be made within the time specified, the Contractor will be liable
for the District’s costs in securing replacement service, mitigating its losses, and providing temporary collection.

8. **Equal Employment Opportunity:** The District is an equal employment opportunity employer. It does not discriminate on the basis of age, race, sex, sexual orientation, religion, or handicap status in admission or access to or treatment or employment in their programs and activities. The Contractor shall comply with provisions of 21 V.S.A. 495(a) where applicable:

495. Unlawful employment practice

(a). It shall be unlawful employment practice, except where a bona fide occupational qualification requires persons of a particular race, color, religion, national origin, sex, sexual orientation, ancestry, place of birth, age, or physical or mental condition:

(1) For any employer, employment agency or labor organization to discriminate against any individual because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age or against a qualified handicapped individual;

(2) For any person seeking employees or for any employment agency or labor organization to cause to be printed, published or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, age or handicapping condition;

(3) For any employment agency to fail or refuse to classify properly or refer for employment or to otherwise discriminate against any individual because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age or against a qualified handicapped individual;

(4) For any labor organization, because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age to discriminate against any individual or against a qualified handicapped individual or to limit, segregate or qualify its membership;

(5) For any employer, employment agency, or labor organization to discharge or in any other manner discriminate against any employee because such employee has lodged a complaint of discriminatory acts or practices or has cooperated with the attorney general or a state’s attorney in an investigation of such practices, or is about to lodge a complaint or cooperate in an investigation, or because such employer believes that such employee may lodge a complaint or cooperate with the attorney general or state’s attorney in an investigation of discriminatory acts or practices;

(6) For any employer, employment agency, labor organization or person seeking employees to discriminate against, indicate a preference or
limitation, refuse properly to classify or refer, or to limit or segregate membership, on the basis of a person's having a positive test result from an HIV-related blood test;

(7) For any employer, employment agency, labor organization or person seeking employees to request or require an applicant, prospective employee, employee, prospective member, or member to have an HIV-related blood test as a condition of employment or membership, classification, placement, or referral.

9. **Basis of Payment:** The District agrees to pay the contractor for services within a period of thirty days from the receipt of invoices, subject to audit.

10. **Statement of Non-Collusion:** By submission of the Proposal, each Proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

    The prices in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

    Unless otherwise required by law, the prices which have been quoted in the Proposal have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor;

    No attempt has been or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

11. **Relationship of Contractor to the District:** The Contractor's relationship with the District is that of an independent contractor. In accordance with this status, the Contractor covenants and agrees that it will neither hold itself out as, nor claim to be, an officer, employee or agent of the District, and that it will not make any claim, demand or application to or for any right, privilege applicable to an officer, employee or agent of the District. Neither the District nor District staff hereof shall represent, act, purport to act or be deemed the agent, representative, employee or servant of the Contractor.

12. **Insurance:** The Contractor shall carry liability insurance for claims arising out of death or bodily injury and property damage (including automobile liability and legal defense costs), in the amount of $1 million dollars, as evidenced by a Certificate of Insurance satisfactory to the District and delivered to the District.
no later than ten (10) days after award of this Contract. The District shall be listed as an Additional Insured on the policy. Failure to maintain and to document said insurance may be considered a breach of the Contract.

Proof of Insurance. The Contractor providing service under this proposal will be required to procure and maintain at its own expense and without cost to the District the following types and amounts of insurance. The policy limits required are to be considered minimum amounts:

(a). **Professional Liability Insurance** for claims arising for the Contractor and its employees and sub-contractors for this Contract against claims alleging negligent acts, errors, or omissions in the performance of the materials and market analysis, in the amount of $1 million dollars, as evidenced by a Certificate of Insurance satisfactory to the District and delivered to the District no later than ten (10) days after award of this Contract.

(b). **Comprehensive General Liability Insurance** with minimum limits of $1,000,000 combined and single limit for each occurrence and shall include the District as Additional Insured. This policy shall include the Broad Form Endorsement. The Certificate of Insurance for this coverage must identify if this coverage is provided under claims-made form.

Should this insurance coverage be of a claims-made form, a letter from the Contractor’s Insurance Broker must accompany the Certificate of Insurance, which outlines the current policy aggregate limits.

(c). **Automobile Liability Insurance** which includes coverage for all owned, non-owned and hired vehicles and also includes environmental impairment liability with a minimum limit of $1,000,000 combined single limit for each occurrence.

(d). **Workers’ Compensation and Employers Liability Insurance** shall cover the obligations of the Contractor in accordance with the provisions of the Workers’ Compensation Act, as amended, of the State of Vermont.

The Contractor shall provide Certificates of Insurance to the District demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this proposal.

The Comprehensive General Liability and Automobile Liability Certificates of Insurance shall indicate the District as an additional insured. These Certificates
of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified, without thirty (30) days written notice to the District. Such notice shall be transmitted by certified mail, return receipt requested. Failure to procure and maintain insurance coverage as set out in this section may, at the discretion of the District, may be deemed an act of default herein.

13. **Indemnification:** The Contractor shall indemnify, hold harmless and defend the District, its agents, employees, officers and volunteers from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, administrative proceedings and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which may be alleged against the District, or which the District may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by or resulting from the negligent acts or omission of any employee or agent of the Contractor, or from the failure or inadequacy of any equipment of the Contractor.

14. **Communication:** Any notice or other communication given under this contract shall be in writing and addressed or delivered as follows

   For the District Representative:
   
   General Manager
   CVSWMD
   137 Barre St.
   Montpelier, Vermont 05602
   (802) 229-9383

   For the Contractor: Contact with the Contractor will be addressed or delivered to the contact person identified in the Contractor's Proposal and to the company and address presented there.

15. **Contract Records:** The District has the right to inspect Contractors records as follows:

   (a). Contractor shall maintain sufficient books and records in accordance with generally accepted accounting principles to establish and substantiate the correctness of all charges submitted to the District. Any expenses not so recorded shall be disallowed by the District.

   (b). The District through its authorized employees, representatives or agents, shall have the right, during the term hereof and for seven (7)
years after termination of the contract, to examine and audit all the books, records, correspondence and related documents of the Contractor in connection with Contractor's compensation claims hereunder and to allow the District to determine Contractor's compliance with relevant federal, state and local laws and regulations and performance of the Hazardous Waste Services and to evaluate the quality, appropriateness and timeliness of the services provided hereunder.

a. Contractor shall keep such books, records, correspondence and related documents in its possession and assure the maintenance of such books, records, correspondence and related documents by all assignees, subcontractors or other third parties performing work hereunder for a period of seven (7) years after termination of this Contract or until audit findings are resolved, whichever is later.