

REQUEST FOR PROPOSALS

Town of Melbourne Beach, Florida

RFP TOWN MANAGER EXECUTIVE SEARCH SERVICES



A. GENERAL INFORMATION

The Town of Melbourne Beach, Florida (the “Town”), is seeking proposals from qualified executive search firms (“Firm”) to conduct a nationwide search for the position of Town Manager.

The Town will receive sealed proposals at the location stated below not later than **2:00pm, June 27, 2025**.

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Respondent to have its submittal delivered to the Town of Melbourne Beach, Florida by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Respondent. Submittals received after the deadline will not be considered.

RESPONDENTS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR PROPOSAL PROCESS, REQUIREMENTS AND EXHIBITS.

The original RFP submittal (**1 original, 5 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to Town Hall in a sealed package, clearly marked on the outside, **RFP Executive Search Services** and addressed to:

Town of Melbourne Beach
c/o Jennifer Kerr, Finance Director
507 Ocean Avenue
Melbourne Beach, FL 32951

Hand delivered Submittals are to be taken to the Clerk’s Office at the above address.

Original, sealed RFP submittals must be accompanied by the following, which are provided herein:

1. Exhibit A – Contact Sheet
2. Exhibit B – Public Entity Crimes
3. Exhibit C – Drug-Free Workplace Certification
4. Exhibit D – E-Verify Statement
5. Exhibit E – Conflict of Interest

Failure to include the foregoing may result in rejection of the submittal.

B. INCURRING COSTS

The Town is not liable for any costs incurred by the Respondents in submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to interviews shall be the full responsibility of the Respondent.

C. BACKGROUND INFORMATION

The Town of Melbourne Beach operates under the Commission-Manager form of government. The Commission is composed of a Mayor and four (4) Town Commission Members. The Town Manager, as chief executive and administrative officer of the Town, provides the primary source of leadership to the administration and staff, directs and supervises the administration of all departments, other than the chartered offices of Town Attorney and their respective staff, directs the operation of all municipal functions, and is responsible for the supervision and efficient operation of the Town departments. Working closely with the department directors, the Town Manager coordinates the provision of services to the Town's residents, visitors, and businesses, assumes responsibilities for asserting a leadership role in the community and strives to improve intergovernmental relationships.

The Town Manager assists the Town Commission in developing policy proposals and program alternatives, preparing an annual balanced budget and millage rate, establishing long-range goals and objectives of the Town and determines revenue saving options. The Town Manager keeps the Town Commission fully advised as to the financial condition and future needs of the Town and makes recommendations to the Commission concerning the affairs of the Town.

D. GENERAL SCOPE OF SERVICES

The Firm will provide timely, high quality executive management recruitment for the position of Town 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 very thorough screening process, ensuring all candidates presented are well qualified and actively interested in the Town Manager position.

At a minimum, the Firm will be responsible for the following:

1. Develop a complete understanding of the Town and its current needs and become familiar with all areas that will be affected by the recruitment activities.
2. Develop a comprehensive understanding of the duties and responsibilities of the Town Manager.
3. Conduct a broad and active search for qualified candidates to include advertising with, but not limited to the following:
 - ICMA (International City/County Management Association)
 - Florida League of Cities, Inc.
 - Florida City and County Management Association
4. Review applications and resumes. Complete thorough background checks on top candidates (up to ten).
5. Present top candidates to the Town Commission for review and to narrow and determine the candidates that will be invited for an interview.

6. Coordinate the scheduling of interviews with the Town Commission. After all interviews have been conducted, the Town Commission will select its first choice and ranking of number two candidate.
7. The Firm may be responsible for negotiating a contract with first choice candidate. The Town Attorney will then review the negotiated contract prior to submittal to the Town Commission for approval.

The Town shall retain the right to conduct any research or background checks in addition to the firm's findings for any potential candidate. Additionally, the Town welcomes suggestions in addition to the above by the selected Firm.

E. SUBMITTAL OPENING

The submittal opening is public on the date and at the time specified on the submittal form. It is the Firm's responsibility to assure its submittal is delivered at the proper time and place of the submittal opening. Submittals which for any reason are not so delivered will not be considered.

F. REQUIRED CONTENTS FOR PROPOSAL AND RANKING

The Town reserves the right to request additional clarifying information and request an oral presentation from all Firms prior to determination of award.

Proposals must be assembled in accordance with the six (6) sections listed below:

1. **FIRM EXPERIENCE AND PROJECT PERSONNEL (25 points):**

Total years of experience, current and former municipal clients that Respondent has performed work for, and personnel that will be assigned, along with their resumes.

2. **SELECTION METHODOLOGY/APPROACH/TIMELINE (25 points):**

Time is of the essence. The timely receipt of services to the Town is essential and the time to complete the required services is 60-75 days from the date of the award. The Firm's approach to candidate qualifications, questioning, and interviewing of proposed candidates shall be considered.

3. **REFERENCES (20 points):**

Explain the success and tenure of prior Town/City/County Manager candidates placed by your Firm and provide references and contact information. Please list at least seven (7) similar searches in the last five (5) years. Please include the following information:

- The specific number of successful executive searches and placements your Firm has completed in the last ten (10) years;
- Tenure of all placements for the past ten (10) years;
- The size of the community (population, annual budget, number of employees) for each executive placement;
- For each reference, include the contact person's name, entity, title, address, phone number, and email address.

4. COST OF SERVICES (25 points):

This section must clearly state the cost associated with the Firm's proposal. Please describe the Firm's compensation structure, including all fees, rates, and reimbursable expenses. A detailed itemization of fees, rates, and reimbursable expenses must be provided. If only providing a lump sum offer, the Firm must explain the proposed compensation structure (whether compensation is by task completed, milestone reached, or completion of work, etc.). Please also explain any placement guarantees the Firm will provide to the Town.

5. CERTIFIED MINORITY FIRM (5 points):

The Firm must provide proof for this section in order to obtain the 5 points, or state that they are not a Certified Minority Firm.

6. REQUIRED FORMS:

As listed on page 2 of this document (Exhibits A through E).

G. AWARD

The award will be made to the Firm that is determined to be the most responsive in accordance with the aforementioned requirements based on a total score out of 100. The Town reserves the right, based upon its deliberations and opinion, to accept or reject any or all submittals. The Town also reserves the right to waive minor irregularities or variations to the specifications in the award process. The Town Commission will review all submitted proposals and will serve as the selection committee responsible for the evaluation, ranking, and selection of the Firm.

H. INSURANCE REQUIREMENTS

The Firm shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the Town shall not be deemed or construed to have assessed the risk that may be applicable to the Firm. The Firm shall assess its own risks and if it deems appropriate, maintain higher limits and/or broader coverage. The Firm is not relieved of any liability or other obligations assumed or pursuant to any agreement with the Town by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

The Firm shall carry the following limits of liability as required below:

1. Commercial General Liability

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability): Each Accident	\$100,000

I. PUBLIC INFORMATION

All information contained in the proposals is public information, and as such will be handled in accordance with Chapter 119, Florida Statutes.

J. QUESTIONS

Any questions about this Request for Proposal shall be made in writing to: Jennifer Kerr, Finance Director, by email to finance@melbournebeachfl.org. Interpretations, clarification of specifications, and requirement or changes to the documents which have a material effect will be documented and communicated only by written addendum posted on the Town's web page. All Firms are responsible for checking for any addendums that may be issued, and to obtain such addendums.

K. INDEMNIFICATION

The parties recognize that the Firm is an independent contractor. The Firm agrees to assume liability for an indemnify, hold harmless, and defend the Town, its Commissioners, officers, employees, and agents from and against all liability and expenses, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity or whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with an negligent act and/or deliberate act or omission of the Firm, its officers, employees, agents, and subcontractors. The obligations contained in this provision will survive termination of the agreement and will not be limited by the amount of any insurance required to be obtained or maintained under the agreement. Nothing contained herein will be construed to be a waiver of any immunity or limitation of liability the Town may have under sovereign immunity or Section 768.28, Florida Statutes.

M. LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Town Commissioner, the Finance Director, and/or any Town Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the execution of the agreement. The Firm must not contact any Commission member during said black-out period. All questions and procedural matters must be

directed to the Finance Director. The Town Commission and/or Finance Director may disqualify any solicitation response where any Commissioners, Finance Director, and/or Town Personnel have been lobbied in violation of the black-out period.

N. AGREEMENT

The award to the successful Firm shall be contingent upon a duly executed Agreement between the successful Firm and the Town.

O. LOCAL, STATE, AND FEDERAL COMPLIANCE

Submitting Firms must comply with all local, state, and federal directives, orders and laws as applicable to the Request for Proposal.

EXHIBITS

EXHIBIT “A”	Contact Sheet
EXHIBIT “B”	Public Entity Crimes
EXHIBIT “C”	Drug-Free Workplace Certification
EXHIBIT “D”	E-Verify Statement
EXHIBIT “E”	Proposer Acknowledgements and Agreements
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Non-Collusion Affidavit
EXHIBIT “H”	Disputes Disclosure

EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A),
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____. (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires: _____

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, 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 violation 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 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 nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EXHIBIT “D”

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT "E"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a Proposal for the Town of Melbourne Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the Town of Melbourne Beach.

8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Town of Melbourne Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the Town of Melbourne Beach.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: