



# City of Delaware, Ohio, USA

*Request for Proposal (RFP)*

*for*

## City Manager Executive Search

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Issue Date: October 10, 2023

Issued By: City of Delaware  
1 S. Sandusky Street  
Delaware, OH 43015

Inquiries: POC – Jessica Feller  
City of Delaware  
Human Resources Manager  
[jfeller@delawareohio.net](mailto:jfeller@delawareohio.net)  
*Q & A via Email*

Information Due: 5:00 PM, October 27, 2023



**Section I. Request for Proposal Notice**

Notice is hereby given that the City of Delaware, Ohio (the City) is requesting proposals for qualified firms to assist with its City Manager executive search until 5:00 p.m., October 27, 2023.

One hard copy OR one electronic copy (emailed to [jfeller@delawareohio.net](mailto:jfeller@delawareohio.net)) or sent on flash drive of your business proposal, clearly labeled **RFP City Manager Executive Search** should be sent to the City at the following address:

Attention: **Jessica Feller**  
**City of Delaware**  
**1 South Sandusky Street**  
**Delaware, OH 43015** (Hard Copy) and/or  
[jfeller@delawareohio.net](mailto:jfeller@delawareohio.net) (Emailed)

Please note that no formal opening of the proposals will take place.

Proposals will be evaluated, and the successful vendor(s) will be approved by the City. The City reserves the right to reject any or all proposals, waive formalities, and to select the vendor, benefits and services that best meet the needs of the City and its employees.

Inquiries should be directed by email to Jessica Feller, Human Resources Manager, at [jfeller@delawareohio.net](mailto:jfeller@delawareohio.net) no later than Friday, October 27, 2023. Answers will be posted on the City’s website (<http://www.delawareohio.net/vendors/>) regardless of whether you received your RFP through the mail or the website.

Schedule: (dates are estimated and subject to change)

Release of RFP	October 10, 2023
Vendor Questions Due	October 17, 2023
Response emailed and posted to website	October 20, 2023
Proposals Due	October 27, 2023
Vendor Review/Interviews	November, 2023
Approval of Award	December, 2023
Contract Begin Date	December, 2023



## Section II. Background & Introduction

The City of Delaware is the county seat of Delaware County. Delaware was founded in 1808. It is a vibrant and historic city known for its strong sense of community, award-winning downtown, and commitment to sustainable growth. The City of Delaware is an *Ohio Magazine* Best Hometown, a *Money Magazine* Top 50 Best Place to Live in America, and an American Planning Association Great Place in America. [See Article](#).

The City of Delaware operates under a council-manager form of government, which was established in 1954. Council, as the legislative body, represents the entire community and is empowered by the City Charter to formulate policy. City Council is comprised of seven members; three elected at-large by all city residents, and four representing the [four city wards](#) and elected only by those ward residents. All council members serve four-year terms. The mayor and vice mayor are selected by Council from among the at-large members and serve two-year terms.

The City Manager is responsible for managing the day-to-day operations of the City while overseeing a full-service city, approximately 330 employees, and an annual budget that in 2023 totaled approximately \$121 million. R. Thomas Homan has served as Delaware’s City Manager since 1999 and will retire from public service on July 31, 2024.

## Section III. Scope of Services

1. **Develop a comprehensive City Manager position profile** based on information and input from City Council, City Staff, and representatives of the Delaware Community. This should include interviews with key stakeholders to clarify the challenges and opportunities for the next City Manager.
  - a. In addition to the position profile, assist with a revision to the City Manager job description.
2. **Review the area market** – Make recommendations regarding City Manager compensation.
3. **Recruitment** – Conduct a regional and nationwide search process to attract a highly qualified candidate pool that meets the criteria outlined in the position profile. The process should include recruitment directed towards diverse candidates. The search



firm will receive all application materials and correspond with the candidates, as directed by City Council.

4. **Communication** – Propose a communication strategy to keep key stakeholders updated at various stages of the recruitment process.
5. **Candidate Screening** –Review all application materials, engage with qualified candidates, and manage a process that results in narrowing the field of candidates to those that most closely match the needs of the City and the City Manager position profile.
6. **Candidate Analysis** – Provide a written report that recommends the top group of candidates and provides City Council with detailed information about these candidates. The report will include candidate background information, strengths, weaknesses, education, and professional accomplishments.
7. **Facilitate an interview & selection process** with a select group of top candidates and advise City Council on a strategy to engage key stakeholders in the selection process. Once finalist are identified, the search firm will:
  - a. Assist City Council with the selection and decision-making process.
  - b. Assist with contract negotiation with the final candidate.
  - c. Assist in developing mutually agreed upon performance goals that will help guide the first 6-12 months of the new City Manager’s employment.

#### **Section IV. Proposal Evaluation Criteria**

The City of Delaware will evaluate respondents based upon the written response to this RFP, consultant interviews, references, and any other information requested by the City .The selection is based on the following criteria:

1. Consultant’s understanding of and approach in providing search services.
2. Consultant’s demonstrated qualifications and experience in this work, including the ability to search for the right candidates, having performed similar searches for local or state government.



3. Prior experience with an executive recruitment for City Manager or other local government chief executive.
4. References.
5. Proposed fees.

**Tentative CM Search Timeline**

<b>Date</b>	<b>Action</b>
September 2023	<ul style="list-style-type: none"> <li>• RFP draft</li> <li>• Communication to employees/community</li> </ul>
October 2023	<ul style="list-style-type: none"> <li>• RFP issued</li> </ul>
November 2023	<ul style="list-style-type: none"> <li>• RFP response review &amp; selection</li> </ul>
December 2023	<ul style="list-style-type: none"> <li>• Search firm selection</li> <li>• Initial meeting with the search firm</li> </ul>
January/February 2024	<ul style="list-style-type: none"> <li>• Position posted</li> <li>• Preliminary interviews &amp; reference checks</li> </ul>
March/April 2024	<ul style="list-style-type: none"> <li>• Initial interviews</li> <li>• Follow-up interviews, as deemed necessary</li> <li>• Full Council meet-and-greet with preferred candidate(s)</li> </ul>
March/April 2024	<ul style="list-style-type: none"> <li>• Extend an offer to the preferred candidate</li> <li>• Post-offer reference checks &amp; background investigation</li> </ul>
May/June 2024	<ul style="list-style-type: none"> <li>• Announcement to staff and media</li> </ul>
July 2024	<ul style="list-style-type: none"> <li>• New City Manager on staff for a 2–3-week period that overlaps outgoing City Manager</li> </ul>

The City of Delaware reserves the right to accept any one or more than one proposal; to withdraw or cancel this RFP; to modify or amend, with the consent of the respondent, any proposal prior to acceptance; to reject any or all proposals or waive any informality and otherwise to affect any agreement that the City of Delaware in its sole judgement, deems to be in its best interest. The successful respondent will be expected to enter into a standard professional services agreement.

**Section V. Proposal Organization**

**Search Firms Proposals Must Include**

- Cover Letter addressed to Mayor and City Council members and copied to Human Resources
- Firm Background, Staff Qualifications and Experience
- Scope of Required Services
- References
- Additional Data and Information
- Attachments
- Cost Proposal

1. **Cover Letter** - Include the name of executive and professional personnel by skill and qualification who will be employed in the work. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed City Manager search personnel.
2. **State history of the firm**, in terms of length of existence, types of services provided, etc. Identify the details that make the firm uniquely qualified for this work.
3. **Scope of Required Services** - Provide an overview of your recommended approach to each element outlined in the scope of services. This overview should include how the process will be managed and scheduled, communication and coordination, and the working relationship between the company and City staff. Provide a detailed timeline for the process.
4. **Provide examples of prior work** implementing similar search processes for both your company and the individuals to be involved in the project.
5. **References** – A list of at least five references must be provided for similar City Manager search processes recently completed. Please include the firm/agency name, address, brief description of the work and contact person and contact information.
6. **Additional Data and Information** – Any additional material such as communication materials, presentations, videos that may give the selection committee a broader sense for your company is welcomed.



7. **Cost Proposal** – Shall be submitted and include names, title, hourly rates, reimbursable expenses, and any other costs associated with providing the proposed services and any other anticipated expenses.

## **Section VI. Proposal Evaluation**

The City will evaluate each proposal by the above-described criteria to select a short list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview/follow up. The City may contact references to verify material submitted by the respondents.

The City then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal.

The interview must include the project team members expected to complete most of the work on the project. The City reserves the right to waive the interview process and evaluate the respondents based on their proposals and fee schedules along and open fee schedule prior to interviews.

## **Section VII. Additional RFP Details**

### **Public Records**

In entering into a contract with the City (or responding to a City solicitation), all consultants are hereby notified that all bids, proposals, quotations, RFI responses, agreements, invoices, correspondence and any other documents submitted to the City become public property and are subject to public disclosure in accordance with Ohio Public Records Law. All public records will be made available upon request, at the earliest time permitted by law.

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to this RFP shall belong exclusively to the City and be subject to public disclosure in accordance with Ohio Public Records Law.

## **Tax Exemption**

The City is exempt from Federal and Ohio State sales tax. A tax exemption certificate will be made available at the successful consultant's request.

## **Expense for Preparing Response to RFP**

The City accepts no responsibility for any expenses incurred by the responders to this RFP; including costs associated with RFP responses and presentations. Such expenses are to be borne exclusively by the responders.

## **Income Tax**

When performing work within the City, the contractor will be required to withhold all City income taxes due or payable under the provisions of the Income Tax Ordinance, for wages, salaries, and commissions paid to employees and further agree that any subcontractors shall be required to agree to withhold any such City income taxes due under said chapter for services performed.

## **Compliance**

The contractor shall observe and comply with all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the City's contract.

The contractor shall comply, when applicable, with the U. S. Department of Labor, Safety and Health Regulations identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926 and subsequent amendments.

The contractor agrees that in the hiring of employees for the performance of work under the City's contract or any subcontract, no contractor, subcontractor, or any person acting on his behalf shall, by reason or race, creed, sex, handicap, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, nor shall any contractor, subcontractor, or any person acting on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under the City's contract on account of race, creed, sex, handicap, or color.

## **Non-Waiver of Rights**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.



## **Indemnification/Insurance**

To the extent authorized by law, the contractor shall indemnify and hold harmless the City, its officers, elected officials, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the contractor's performance, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. If the contractor is required to go on City property to perform work or services, the contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

## **Relationship of Parties**

The relationship between the parties to a contract resulting from this solicitation shall be that of independent contractors. Nothing contained herein shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party. The contractor is responsible for all Social Security taxes and Bureau of Workers Compensation contributions for itself and any of its employees.

## **Assignment**

Neither the contractor nor the City shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of their right, title or interest therein, or the obligation there under, without written consent of the other party.

## **Remedies**

The City shall have all rights and remedies afforded under the Universal Commercial Code and Ohio law in contract and in tort, including but not limited to rejection of goods, refund, incidental, consequential, and compensatory damages and reasonable attorney's fees.

## **Termination**

The City reserves the right to terminate any contract resulting from this solicitation in whole or in part for default (termination due to the contractor's failure to perform satisfactorily) or convenience (termination due to the best interests of the City). After 10 days from delivery of a written notice to the contractor, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the contract. In such case, the contractor shall be paid



for work executed, goods delivered and accepted, and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the contractor.