



THE JAMES ISLAND PUBLIC SERVICE DISTRICT
REQUEST FOR PROPOSALS FOR
EXECUTIVE RECRUITMENT FIRM – DISTRICT MANAGER

DATE: March 13, 2024

SUBMISSION DEADLINE: 12:00 Noon (EST) on April 12, 2024

DIRECT ALL INQUIRES TO: Tamara Robinson, Assistant District Manager
Email: robinsont@jipsd.org

Important Note to Respondents: The James Island Public Service District (District) reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the District. **Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract (Exhibit B) detailed below as the basis to establish a contractual relationship with the District.** Responding to this RFP acknowledges that the District has the right to omit your company's proposed terms of service and/or service agreement from the response package to be replaced by the Professional Services Contract (Exhibit B). Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified by the District in the template Professional Services Contract (Exhibit B) to establish the contractual relationship with the District.

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1.0 GENERAL INTENT OF THE REQUEST FOR PROPOSALS

This request for proposal (RFP) outlines the nature and scope of an executive recruitment firm (Firm or Proposer) to assist the James Island Public Service District (District) and its Commission in selecting a District Manager for the District, located in Charleston, South Carolina.

Firms with principals, spouses of principals, or any other stakeholders who are also employed by the District, shall be deemed not eligible to submit proposals on this project. The District reserves the right to disqualify any proposal that it determines does not comply with the laws of the State of South Carolina, policies of the District or creates a conflict, or the appearance of a conflict, of interest for the District.

For purposes of this RFP, proposers must submit copies of certificates of insurance for general liability and worker's compensation. The selected firm must have general and professional liability insurance coverage in amounts acceptable to the District. Please reference Article 5 and Exhibit B of the Professional Services Contract (PSC). Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract detailed below as the basis to establish a contractual relationship with the District. Responding to this RFP acknowledges that the District has the right to omit your company's proposed terms of service and/or service agreement from the response package to be replaced by the Professional Services Contract (Exhibit B). Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified to establish the contractual relationship with the District.

2.0 PURPOSE and BACKGROUND

The James Island Public Service District (District) is seeking a qualified firm to assist in the selection of a District Manager in accordance with the terms, conditions, and specifications of this RFP.

The District is a Special Purpose District created by Act No. 498 of the General Assembly of the State of South Carolina, Regular Session of 1961, and subsequent Amendments, for the purpose of providing wastewater, solid waste, fire protection and rescue services, street lighting, and street name signs on James Island.

The District provides these services to residents in the unincorporated areas of James Island as well as the residents of the Town of James Island, and some residents of the cities of Charleston and Folly Beach. The District operates as a Special Purpose District form of government, with Dave Schaeffer, District Manager, serving as Chief Executive Officer and its Commission consists of 7 elected officials who serve 4-year terms. The District provides wastewater services to approximately 13,000+ customers on James Island. Through automatic aid partnership with other entities, the District provides fire and rescue services to over 10,000 homes and businesses from its four James Island fire stations on James Island to the island's residents and those in surrounding Charleston Area communities. The District provides solid waste services to over 8,600 properties on James Island.

3.0 SCOPE OF SERVICES

The District is seeking the services of a qualified executive recruitment firm to provide the following services:

1. Meet with the District Manager Search Team to obtain a clear view on the strategic and financial objectives for the District Manager search; finalize the recruitment work plan
2. Track and identify prospective candidates using a variety of channels
3. Conduct initial phone screenings prior to scheduling initial interviews with the District Manager Search Team
4. Conduct follow-up checks on professional references / credit check / background screening
5. Verify selected candidates' educational background, and conduct criminal, financial, media, and civil litigation checks
6. Provide District Manager Search Team with the resumes of all applicants
7. Present shortlisted candidates and provide detailed profile summaries
8. Offer guidance to both the District Manager Search Team and the Commission to facilitate the employment contract negotiation process through to its completion
9. Six weeks after the start date, conduct follow up with the new District Manager and assist with the transition / onboarding process
10. Notify rejected applicants
11. In the event that the selected candidate leaves employment with the District before a period of one year, an additional recruitment and selection process will be conducted at no cost to the District

4.0 PROPOSAL ORGANIZATION

The proposal should consist of the following information in the outline indicated.

General Information

Identify the Firm's and its legal status (i.e., corporation, partnership, etc.), address, name of single point of contact, single point of contact information, and name of person with binding authority to enter into contracts.

Understanding/Statement of Interest

Indicate the Firm's knowledge and understanding of the District's request and their capabilities to carry out the scope of work.

Describe Firm's history, financial resources, capabilities, and stability. Provide information demonstrating Vendor's ability to fiscally manage and monitor services proposed.

Personnel

Indicate the current number of employees trained and available to provide all of the required services in each of the proposed service categories.

A detailed description of the Firm's account management assigned to District. Include biographies and numbers of years working in the capacity proposed with the Firm.

References

Identify 3 current references that the District may contract regarding experience for proposed services outlined in this RFP. Identification of each reference shall include:

- Contact name and title
- Contact address and telephone
- Contact email

Contract Terms and Conditions

Firm may submit written examples of terms and conditions for the work described in their proposal. No submitted terms and conditions shall become part of a Contract with the District unless agreed in writing by the District. The District will review any terms and conditions submitted by Firm and reserves the right to accept, reject, propose amendments, or provide alternative language to such terms and conditions.

Cost Model

Firms shall submit pricing for each proposed deliverable. Pricing must be comprehensive for the proposed service and must include implementation, migration, and ongoing costs. In pricing model, the following should be considered:

- Costs not identified in the cost proposal will not be entertained during contract negotiations.

5.0 CONDITIONS FOR PROPOSAL SUBMITTAL

Proposal Format

The proposal should be submitted on 8-1/2" x 11" soft bound sheets.

Questions

Firms are asked to submit questions related to the specific proposal requirements and contents to Tamara Robinson at robinsont@jipsd.org . Firms are cautioned not to contact any District staff directly. Evidence of such contact may be cause for rejection of proposal.

Proposal Submission/Deadline

Firms are required to email proposals to:

**Email: hr@jipsd.org
Subject Line: District Manager Opening**

Late proposals will not be accepted.

Proposals must be endorsed with the signature of a responsible official having the authority to bind the offer to the execution of the proposal. The District expects each Firm to have a legal review performed prior to proposal submission.

Failure to do so may result in a premature opening of, post-opening of, or failure to open that proposal. Facsimile, oral, telephone, or telegraphic proposals are invalid and will not receive consideration.

Retention of Proposals

Upon submission, all proposals become the property of the District, which has the right to use any ideas presented in any proposal submitted in response to this RFP, whether or not the proposal is accepted.

6.0 PROPOSAL EVALUATION

Method of Award

The District considers the subject matter of this proposal to be a professional service. Although economic issues will be considered in the award process, emphasis will also be placed upon the quality of the service offered, experience factors, the competency of the prospective Vendor, and outside references.

Cancellation of Award

The District reserves the right, without any liability, to cancel the award of any proposals, at any time before the execution of the agreement documents by all parties.

Evaluation Procedures

It is the intent of the District to review all proposals and judge their merit. The District will select a Firm with which to begin negotiations to provide the District with Scope of Services for a new District Manager. The District may elect to invite final Firms to present and/or demonstrate services during the evaluation period.

Failure of the Firm to provide in the proposal any information requested in this RFP may result in disqualification of that proposal.

Criteria for Evaluation

The decision on selecting a Firm for the project will be based on the following criteria:

Service Experience:

- Experience of Firm
- Similar Type Services
- Similar Size Services
- Firm's Stability

Understanding/Compatibility

- Understanding of the District's Needs Based On Information Provided
- Interest/Commitment

Approach

- Work Plan / Timelines
- Schedule Management
- RFP Specifications
- Explanation of Quality Control and Assurances

Cost

- Total initial maximum District investment will not exceed \$50,000

Rejection of Proposals

The District reserves the right to reject any (or all) proposal(s) based on the evaluation criteria contained in this RFP. The District also reserves the right to cancel or amend this RFP at any time. Any changes in the status of the RFP will be brought to the attention of all parties that have received the same.

7.0 MISCELLANEOUS PROVISIONS

Contract Provisions

Proposals submitted in response to the RFP may become a part of any subsequent contract. If for any reason the selected Firm deviates in any way from previous proposed services, the District may reject the proposal and begin negotiations with another Vendor.

Non-Discrimination

The responding Firm must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, or sexual orientation.

Lobbying

Any attempt to contact members of the District's Commission, or department heads involved or affected by the project, including second party contact, will result in immediate rejection of such Firm's proposal.

Limitations

The District will not be responsible for any costs incurred by applicants in preparing proposals.

JAMES ISLAND PUBLIC SERVICES DISTRICT
STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND PROFESSIONAL
FOR
PROFESSIONAL SERVICES CONTRACT

This is a Contract Agreement (the “AGREEMENT”), by and between the JAMES ISLAND PUBLIC SERVICE DISTRICT, a South Carolina Special Purpose District, whose mailing address is 1739 Signal Point Road, Charleston, SC 29412, hereinafter referred to as the “DISTRICT”, and “INSERT NAME OF THE COMPANY,” a South Carolina Corporation, whose address is “INSERT STREET ADDRESS,” hereinafter referred to as “PROFESSIONAL.”

ARTICLE 1. SERVICES OF PROFESSIONAL

A. Scope of Services

- i. PROFESSIONAL shall provide, or cause to be provided, the services set forth in Article 1B below and as set forth in *Exhibit A* (“Scope of Services”).
- ii. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- iii. “Scope of Services” shall at all times be relevant hereto means performance of a task, assistance, support or access to resources under this AGREEMENT and deliverable of such as delineated herein or as expressly listed in *Exhibit A*.

B. *Description of Services.* PROFESSIONAL will conduct an executive search for the District Manager position opening as delineated in *Exhibit A (Scope of Services)*.

ARTICLE 2. METHOD OF PAYMENT FOR SERVICES

A. *Contract Sum.* The consideration for Services provided pursuant to this AGREEMENT shall be the lump sum amount of \$XX,XXX.XX per year for a period of twelve (12) months starting MONTH, DAY, YEAR through MONTH, DAY, YEAR by DISTRICT to PROFESSIONAL based on monthly (\$X,XXX.XX) terms.

B. *Payment.* Consideration payments are paid in arrears and shall be made on a monthly (\$X,XXX.XX per month) basis and paid on or before the ____ day of every month for Services provided and accepted the previous month.

C. *Commencement.* The AGREEMENT shall become effective upon full execution of both parties hereto and PROFESSIONAL shall begin rendering Services on _____.

ARTICLE 3. CONTRACT DOCUMENTS

A. *Documents.* The documents which form the basis for this contractual understanding between DISTRICT and PROFESSIONAL are as follows:

- i. This Agreement
- ii. A letter submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.
- iii. Proposal submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.

B. *Conflicts.* To the extent any conflicts arises within the documents set forth in Article 3A, the terms as set forth in this AGREEMENT shall govern. If this AGREEMENT does not address the language in conflict, the stricter application of the requirement or obligation shall apply.

ARTICLE 4. STANDARDS OF PERFORMANCE

A. *Standard.* The standard of care for all Services performed or furnished by PROFESSIONAL under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Compliance.* PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.

C. *Consultants.* PROFESSIONAL may employ such consultants as PROFESSIONAL deems necessary to assist in the performance or furnishing of the Services, subject to reasonable and timely objections by the DISTRICT.

D. *Regulations and Standards.* PROFESSIONAL shall comply with all applicable Laws, Regulations and industry standards for the Services being provided as of the date of Commencement.

ARTICLE 5. INSURANCE

A. PROFESSIONAL shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in *Exhibit B*, "Insurance" to this AGREEMENT.

ARTICLE 6. INDEMNIFICATION

- A. The PROFESSIONAL shall indemnify, and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of each from and against all costs, losses, and damages (including reasonable attorneys fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of PROFESSIONAL, or any consultant, subcontract and/or supplier within PROFESSIONAL's control to provide Services or for whose acts any of them may be legally liable.
- B. In any and all claims against DISTRICT or any of its respective Commissioners, consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of PROFESSIONAL, consultant, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any such consultant, Supplier or individual or entity under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. The PROFESSIONAL's indemnity obligations under this Paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) and punitive damages (if any) but only to the extent caused by (1) the negligent violation of or failure to comply with applicable law, statute, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by PROFESSIONAL, or any person or entity for which the PROFESSIONAL is legally liable, (2) negligence in the execution of performance of the Services, and (3) negligent failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.
- D. PROFESSIONAL shall indemnify and hold harmless the DISTRICT, its Commissioners, officers, directors, partners, employees, and agents from and against any costs and expenses, (including reasonable attorneys' fees and court costs) incurred by any of them in enforcing any of the PROFESSIONAL's defense, indemnity and hold harmless obligations under the AGREEMENT.

ARTICLE 7. TERMINATION

- A. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the PROFESSIONAL. Upon such termination, DISTRICT shall pay PROFESSIONAL all amounts due and owing under this AGREEMENT for all Services provided up to the effective date of termination.

ARTICLE 8. DISPUTE RESOLUTION

- A. *Mediation.* DISTRICT and PROFESSIONAL agree to mediate all disputes between them in good faith prior to the commencement of legal action. Each party shall be responsible for their own attorneys' fees and costs associated with mediation.
- B. *Jurisdiction.* If the parties fail to resolve a dispute through mediation, then all disputes shall be filed in the Court of Common Pleas for Charleston County, South Carolina.

ARTICLE 9. EMPLOYMENT PRACTICES

- A. *Equal Opportunity Employment.* PROFESSIONAL shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this AGREEMENT.
- B. *Immigration Reform and Control Act Compliance.* PROFESSIONAL shall comply with all requirements imposed on employers under the Immigration Reform and Control Act ("IRCA") with regard to every employee who will perform Services for PROFESSIONAL related to this AGREEMENT. PROFESSIONAL further agrees that PROFESSIONAL is the "employer" as that term is defined at 8 C.F.R. Section 274(a) 1(g), and that the DISTRICT is not the "employer" as so defined, with regard to such employees.
- C. *Indemnity.* PROFESSIONAL agrees that if it fails to comply with the requirements of the laws referenced in Article 9 herein, or it is determined by any governmental agency that an employee providing services under this AGREEMENT is not authorized for employment in the United States, PROFESSIONAL shall indemnify and hold harmless the DISTRICT from any liability or costs (including reasonable attorneys' fees) incurred by the DISTRICT as a result thereof.

ARTICLE 10. GENERAL TERMS AND CONDITIONS

- A. *Modifications.* Any modifications to this AGREEMENT or additional obligations assumed by either party in connection with this AGREEMENT, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.
- B. *Authority to Contract.* Each party warrants and represents that it has authority to enter into this AGREEMENT and that the statements herein shall bind all heirs, successors, and assigns of both parties.
- C. *Governing Law.* The services provided by this AGREEMENT shall be governed by the laws of the State of South Carolina.
- D. *Severability.* If any provision of this AGREEMENT is deemed to be invalid, it shall not effect the other remaining valid provisions hereof.
- E. *Notices.* Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this AGREEMENT.
- F. *Incorporation of Agreement.* This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.
- G. *Assignability.* Any rights provided for in this Agreement, to any party hereto, are not assignable.
- H. *Non-waiver.* The failure of DISTRICT to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of DISTRICT to insist on the future performance of any such terms covenants, or conditions, but the obligations of the PROFESSIONAL with respect to such future performance shall continue in full force and effect.

JAMES ISLAND PUBLIC SERVICE AGREEMENT

Dated:

Signed By: Marilyn Clifford

Its: Commission Chair

INSERT COMPANY NAME OF PROFESSIONAL

Dated:

Signed By: **Insert Name of Representative**

Its: **Insert Title of Representative**

EXHIBIT A

“Scope of Services”

The James Island Public Service District (District) is seeking a qualified firm to assist in the selection of a District Manager to provide the following services:

1. Meet with the District Manager Search Team to obtain a clear view on the strategic and financial objectives for the District Manager search; finalize the recruitment work plan
2. Track and identify prospective candidates using a variety of channels
3. Conduct initial phone screenings prior to scheduling initial interviews with the District Manager Search Team
4. Conduct follow-up checks on professional references / credit check / background screening
5. Verify selected candidates’ educational background, and conduct criminal, financial, media, and civil litigation checks
6. Provide District Manager Search Team with the resumes of all applicants
7. Present shortlisted candidates and provide detailed profile summaries
8. Offer guidance to both the District Manager Search Team and the Commission to facilitate the employment contract negotiation process through to its completion
9. Six weeks after the start date, conduct follow up with the new District Manager and assist with the transition / onboarding process
10. Notify rejected applicants
11. In the event that the selected candidate leaves employment with the District before a period of one year, an additional recruitment and selection process will be conducted at no cost to the District

EXHIBIT B**“Insurance”***Insurance*

- A. PROFESSIONAL is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:
- i. Professional and General Liability

a. Each Occurrence:	\$1,000,000.00
b. General Aggregate:	\$2,000,000.00

 - ii. Workman’s Compensation Insurance in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the PROFESSIONAL’s employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

 - iii. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).

 - iv. Umbrella/Excess Liability

a. Each Occurrence:	\$1,000,000.00
b. General Aggregate:	\$1,000,000.00
- B. PROFESSIONAL shall provide an actual endorsement indicating thereon that the DISTRICT has been named as an additional named insured at the time in which this AGREEMENT is signed by PROFESSIONAL. Coverage under the additional insured endorsement shall be considered primary.
- C. If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of PROFESSIONAL or for whom PROFESSIONAL is liable for, PROFESSIONAL shall require the same to comply with all provisions of this AGREEMENT, including but not limited to these insurance provisions.
- D. Before DISTRICT is to execute this AGREEMENT, the PROFESSIONAL shall submit evidence that all required insurance policies are in effect, along with the required additional insured endorsement, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this AGREEMENT, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to DISTRICT.