



Request for Proposals

For

Executive Search Consulting Services



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Section 1: General Information

Request For Proposals (RFP) – Executive Search Consulting Services

THE ABOVE DESCRIPTION MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

THIS IS NOT AN ORDER.

PROPOSALS MUST BE <u>RECEIVED</u> NO LATER THAN: Monday, July 18, 2022, at 5:00 pm (MST)	RFP INITIATIVE: Executive Search Consulting Services
<ul style="list-style-type: none">• All suppliers must respond in detail to each element of this RFP in order to be considered for contract award.• All proposals must be emailed to contact person at the address below.• If pricing has been requested, it must be emailed under separate cover and “Executive Search Consulting Services RFP Confidential Pricing” as the subject line.	
SEND ALL CORRESPONDENCE TO THE CONTACT BELOW:	
Liz Kampa, Purchasing Agent Email: kampal@billingsmt.gov	



Section 2: Objectives

Introduction and Objectives

This RFP is issued by City of Billings (City) for the purpose of obtaining information and pricing regarding Executive Search Consulting Services for the recruitment of a new Aviation and Transit Director. It is the intent of the City to review and assess the RFP responses to determine which proposal best meets the needs of the City.

Suppliers are expected to provide their best and most competitive proposal.

Attachment F, the Intent to Respond form, must be completed and emailed at least five (5) days prior to the advertised RFP due date.

Section 3: Information for Suppliers

Disclaimer

This RFP does not form or constitute a contractual document. The City shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

Instructions to Proposers

EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal by written request at any time prior to the due date set for receiving proposals.



PRICES HONORED

By responding to this RFP, Proposer acknowledges that no contractual relationship with the Proposer exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Proposer must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the RFP due date.

The prices established from this RFP may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

INSURANCE REQUIREMENTS

The proposer certifies that it/they can comply with the City insurance requirements of :

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's - \$750,000 per claim and \$1,500,000 per occurrence.
3. Automobile liability - \$1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the City prior to cancellation.

The City shall be listed as an additional insured on all policies except Worker's Compensation Policies.

In addition, all policies except Worker's Compensation shall contain a waiver of subrogation against the City.

Proposer shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Proposer shall maintain workers' compensation insurance coverage for all members and employees of Proposer's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.



Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

The Proposer understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Proposer's performance.

QUESTIONS

Questions regarding the Request for Proposals contents must be sent to the contact person listed in Section 1 no later than 2 business days prior to due date for proposals. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment F).

Supplier must submit their questions via email using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).

RFP RESPONSE SUBMISSION

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete.

- **All suppliers must respond in detail to each element of this RFP in order to be considered for contract award.**
- **All proposals must be emailed to contact person at the address below.**
- **If pricing has been requested, it must be emailed under separate cover and "Executive Search Consulting Services RFP Confidential Pricing" as the subject line.**



Section 4: RFP Evaluation and Selection Processes

Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

Phase II Evaluation

The evaluation of supplier's proposals may include, but is not limited to, the following criteria:

- Experience in recruiting C suite executives, particularly in the area of aviation and transit services required by the City of Billings
- Capacity to assume new business
- Perceived ability to meet the City requirements
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Company's stability
- Ongoing support
- Quality Control Process
- Compliance with the City Terms and Conditions
- Price

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Section 5: Information and Scope of Work

Information:

The City of Billings seeks an executive recruiting firm to assist in locating its next Director of Aviation and Transit. The incumbent will be retiring in January 2023 after 33 years with the City. A job description is attached (Attachment H).

Billings Logan International Airport is located on the high plains of southcentral Montana, within sixty miles of the Rocky Mountains. The airport is midway through a \$70M terminal replacement and expansion project including all new aircraft ramps. The project is expected to be completed by late 2023 or early 2024. Enplanements have almost returned to their pre-pandemic high of 475,000/yr. Most of the airport's 56,000 tons of freight is handled by the Federal Express and UPS regional hubs. The airport's operation budget includes \$10M in revenue, \$8.7M expenses



with a capital budget of between \$8-10M not including the terminal project. The transit operation budget is approx. 6.1M. The 110 department's FTEs are evenly divided between the airport and transit.

Billings is Montana's trailhead to the Beartooth Highway, Red Lodge Ski Resort, Little Bighorn Battlefield, Pompey's Pillar National Monument, Yellowstone National Park and much more. Billings is an out-door lover's paradise for hikers, bikers, hunters, fishing, campers, photographers etc.

Billings is a growing community with a diverse economy and steady pattern of development.

- ***Wall Street Journal* named Billings as the #1 emerging housing market 2022.**
- ***WalletHub* ranked Billings as the 17th best run cities in the country in 2021**
- ***Livability* named Billings #24 out of 100 of the Best Places to live in 2019.**
- ***Sports Events Magazine* names Billings its #7 Outdoor Adventure Spot for 2017.**
- ***Outdoor Magazine* names Billings the Best Town in 2016.**

Billings is a full-service city of 120,000 serving one of America's largest trade areas covering significant portions of Montana, Wyoming, North and South Dakotas.

Scope of Work:

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

- Develop a detailed project timeline and provide regular status updates to City Administration.
- Develop a comprehensive recruiting profile for the Aviation and Transit Director position.
- Develop a recruitment brochure.
- Define market-based compensation and benefit range including performance bonuses used in the industry.
- Define the advertising strategy and marketing campaign to notify potential candidates and identify where advertisements will be published.
- Direct solicitation of qualified candidates; receive resumes and review qualifications.
- Conduct review and screening of initial candidates, providing periodic status updates.
- Conduct detailed background and professional reference checks, including but not limited to verification of education background, criminal/civil litigation checks, financial/credit background checks, and media check on recommended finalists.
- Define the preliminary screening process and the detailed steps used to narrow the field of candidates to those that most closely match the needs of the City.
- Present a written report on employment background, personal strengths, accomplishments, recommendations, and personal and professional references for top candidates.
- Describe, coordinate, and facilitate the final interview process with City Administration.
- Coordinate correspondence, travel arrangements, and recordkeeping.



- Provide recommended questions for on-site interviews.
- Administer all correspondence with applicants through the process, including notification to unsuccessful candidates.
- Assist the City in developing final employment offer and relocation package (if required) to selected candidate.

Assist the selection committee by providing the following services and related information:

Response Format and Content:

All responses shall include the following content:

- A. Title Page: Indicate the proposal subject, name of the firm, local address, telephone number, name of contact person, and date of submittal.
- B. Introduction: Briefly, introduce the firm. Provide a profile of the firm, including, but not limited to, the approximate number of professional staff employed, how long the firm has been in business, and how long the firm has been conducting similar searches. Indicate the name of the person(s) who will be authorized to make representation for and to bind the firm, their titles, and telephone numbers.
- C. Proposed process:
 1. Briefly state the understanding of the work to be performed. Include, but do not limit, the statement to the following items that will be included in the Scope of Work:
 - a. Describe the process and/or approach the firm will use to develop the profile for the Aviation and Transit Director position.
 - b. Describe the recruiting methodologies the firm deems will be most effective to advertise the City of Billings opportunity.
 - c. Describe the approach the firm will take to the direct solicitation of candidates.
 2. Describe the proposed strategy to complete the recruitment, including a general statement of the philosophy of the firm and a description of how the firm intends to tailor the process for Billings' search. Indicate any additional information for consideration regarding the firm's qualifications for conducting this project.
 3. Provide a list of successful executive level placements.
 4. Indicate the names, titles, and placement experience of the person(s) who will be assigned to this project; include resumes. Include all contact information such as telephone number, fax, email address, and web address.
 5. Provide a copy of a previous position profile your firm has completed which has similarities to the Billings position. Include examples of flyers and/or brochures.
 6. Provide a copy of a search report the firm has completed for another client similar to the City of Billings.
 7. Provide a professional services fee structure and proposed total cost for the project, including any information and anticipated costs for additional services for the recruitment and selection that might help in the selection of the most qualified



candidate, such as meetings, telephone calls, printing and travel. These costs must be outlined in Attachment C and emailed separately.

8. Include in Attachment C, any anticipated costs to the City if the original recruitment is unsuccessful and must be repeated.
9. Provide anticipated project schedules for the recruitment and selection process.



ATTACHMENT A

VALIDATION QUESTIONS FOR SUPPLIER

GENERAL INFORMATION

- 1) Company Name:
Address:
Contact Name:
Contact Phone:
Contact Email:
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) What are your standard payment terms?
- 6) References - Please attach a Word® document with all contact information for at least the following three references:
 - a) New Company (started doing business with them in the past 12 months)
 - b) Retained Company (have been doing business with them for 3 + years)
 - c) Former Company (contract terminated in the past 2 years)
- 7) Can you meet the City's minimum insurance requirements and name the City as an additional insured?

FUNCTIONALITY

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City should your coverage change. Are you willing to do this?
- 3) The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment. Are you willing to do this?

QUALITY AND SERVICE

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? If yes, please explain.



ATTACHMENT B

SAMPLE CONTRACT

THIS AGREEMENT is made and entered into _____ by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and _____, of _____, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to _____ and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **TERM:** This **AGREEMENT** shall be for a period of _____ years, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for _____ options by mutual agreement of both parties, in writing, thirty (30) days prior to termination of each term.

3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$_____.

Except as otherwise specified herein, the **CONSULTANT** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONSULTANT** for said invoice within thirty (30) days after receipt.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the **CONSULTANT** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONSULTANT'S** discretion.

4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

5. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.



6. **INDEMNITY:**

The **CONSULTANT** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- D. Indemnify and hold **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify and hold the **CONSULTANT** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

7. **INSURANCE:**

- A. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

- 1. Workers' compensation and employer's liability coverage as required by Montana law.
- 2. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 3. Automobile liability -- \$1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.



CONSULTANT shall furnish **CITY** with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

8. **AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

- A. Qualifications: The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.
- B. Solicitation of Agreement: The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.
- C. Facilities and Personnel: The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.
- D. Subcontracting: None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.
- E. Affidavits of Compliance: The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

9. **AGREEMENTS OF CITY:**

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is _____ and the Project Manager for the **CITY** designated is _____.

10. **NONDISCRIMINATION:**

- A. **CONSULTANT** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONSULTANT** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONSULTANT** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, **CONSULTANT** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.
- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **CONSULTANT** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and



subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **CONSULTANT** and any **SUBCONSULTANT** shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONSULTANT'S** legal duty to furnish information.

- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
 - D. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
 - E. The **CONSULTANT** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONSULTANT** under this **AGREEMENT**.
 - F. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
11. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.
12. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
13. **CONFLICT OF INTEREST:** **CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.
14. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
15. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
16. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.
17. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.
- In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.
18. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.



19. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.
20. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.
21. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
22. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
23. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.
24. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
25. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.



ATTACHMENT C

FEE STRUCTURE AND EXPENSES

(to be sent via email under separate cover)

<u>Task</u>	<u>Price</u>
Total Estimated Project Cost:	\$
Total Estimated Project Cost if Repeated:	\$

I/We acknowledge _____ addendum.

#

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



ATTACHMENT D

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number



ATTACHMENT E

MASTER Q & A FORM

PROJECT: EXECUTIVE SEARCH CONSULTING SERVICES

Master Q&A	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	<ol style="list-style-type: none"> 1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable). 3. Submit the completed form via email to kampal@billingsmt.gov. Attach associated documents as necessary. <p>Please contact Liz Kampa with any questions regarding this process.</p>

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



ATTACHMENT F

INTENT TO RESPOND FORM

RFP: EXECUTIVE SEARCH CONSULTING SERVICES

Dated: _____

Email the following Intent to Respond form within five (5) days of the RFP due date even if your company chooses NOT to participate in the RFP.

To: **City of Billings**
Attn: Liz Kampa, Purchasing Agent
Email: kampal@billingsmt.gov

From:	_____	Contact Name
	_____	Company Name
	_____	Company Address

	_____	Phone Number
	_____	Fax Number
	_____	Email Address

We intend to respond to this RFP by the specified due date:

Yes _____ No _____

Company Name Date

Contact Name (please print) Title

Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



ATTACHMENT G

PROPOSER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	
Title/Function:	
Address	
Business Hours Phone:	
Fax:	
Internet E-mail Address:	
Name of Person Responding to Request:	
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

B. General Company and Financial Information

Company Name:	
Headquarters Address:	
City, State, ZIP	
Headquarters Phone:	
Headquarters FAX:	
Company Owned By:	
Percent % Ownership:	
Years In Business	
Name of CIO	
Name of CEO/President:	



ATTACHMENT H

JOB DESCRIPTION

Director of Aviation & Transit

Department: Aviation & Transit
Supervisor: Assistant City Administrator
FLSA Status: Exempt

Job Summary:

Under general administrative direction, to plan, direct, manage, and oversee the activities and operations of the Aviation and Transit Department including the Billings Logan International Airport and MET Transit System; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Administrator.

Scope of Responsibility:

Incumbent has a very high degree of understanding of department and functional operations and is able to work with considerable initiative. With guidance from senior management, incumbent establishes departmental policies and makes tactical decisions within the departments strategies. Incumbent may develop or recommend new ways of solving complex and technical problems. Work product has noticeable impact on departmental operations as well as a noticeable impact on the overall City operation. Incumbent must have the ability to exercise discretion regarding confidential matters, which requires considerable tact, sense of timing and the ability to engender trust. Incumbent provides management and leadership to a number of senior managers within the Department.

Essential Duties and Responsibilities:

1. Supervision
 - a. Select, train, motivate and evaluate Aviation and Transit Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
 - b. Plan, direct and coordinate, through subordinate level managers, the Aviation and Transit Department's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
2. Department Operations
 - a. Manage the development and implementation of Aviation and Transit Department goals, objectives, policies, and priorities for each assigned service area; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.



- b. Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
- c. Coordinate Aviation and Transit Department activities with those of other departments and outside agencies and organizations including FAA, FTA, FBI, TSA, DHS, Secret Service, Department of Justice, Highway Administration, and EPA; provide responsible staff assistance to the City Administrator, Assistant City Administrator, and City Council; prepare and present staff reports and other necessary correspondence.
- d. Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to aviation and transit programs, policies, and procedures as appropriate.
- e. Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of aviation and transit.
- f. Respond to and resolve difficult and sensitive inquiries and complaints.
- g. Represent the Aviation and Transit Department to other City departments, elected officials and outside agencies; explain and interpret Aviation and Transit Department programs, policies, and activities; negotiate and resolve sensitive, significant and controversial issues; serve as the Chief Departmental Public Relations Officer with all media and the public.
- h. Negotiate and prepare all tenant contracts including those with airlines, fixed base operators, hangar owners, industrial park tenants, concessionaires, and Federal and State agencies.
- i. Oversee all facilities construction work, capital acquisitions, and maintenance of all infrastructure and equipment; promote Industrial Park properties development.
- j. Ensure compliance with all Federal Aviation Administration, Federal Transit Administration, and Transportation Security Administration regulations including ensuring compliance with Federal certification requirements.
- k. Oversee the Federally mandated Police Forces, Aircraft Rescue Fire Fighting operations, and Airfield Maintenance operations.
- l. Assume responsibility for the planning, management, and coordination of all emergency services provided at the airport including police, fire, and medical services; respond to and oversee emergencies related to weather, fire, bomb threats, facilities malfunctions, hijackings, and other security problems.
- m. Coordinate with community leaders regarding the enhancement of Air Service improvements. Meet with Airlines regularly to promote the Airport and community to the Airlines with the goal of additional flights, new destinations, and seat capacity with the goal of reducing/maintaining Airline ticket prices, and additional frequencies and locations.

3. Financial

- a. Manage and participate in the development and administration of the Aviation and Transit Department budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve



expenditures; direct the preparation of and implement budgetary adjustments as necessary; prepare applications for and administer all Federal grants programs

- b. Knowledge of calculations regarding Airline Rates and Charges
- 4. Performs other duties as assigned.

Required Qualifications & Skills:

- Bachelor's degree in Aviation Management, Business Administration, Public Administration, or a related field
- Seven (7) or more years' experience in a city airport or the aviation industry
- Five (5) years of management and supervisory experience
- Must be able to pass a pre-employment drug test and a Federal fingerprint based criminal history check
- Must have strong interpersonal skills

Preferred Qualifications & Skills:

- Knowledge of transit operations
- Master's degree in Aviation Management, Business Administration, Public Administration, or a related field
- Thorough understanding of Airline Rates and Charges

Physical Demands & Working Conditions:

Work is indoors in a normal office environment with occasional field visits. Intermittent physical effort involving lifting of 25 pounds or less is required. Work requires high attention to detail and deadlines between 45% and 70% of the time. Exposure to one disagreeable element present in moderate intensity between 15% and 45% of the time. In some department applications it may be necessary to drive on occasion.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise. The City retains the discretion to add duties or change the duties of this position at any time.