



**Mid-Peninsula Water District**

3 Dairy Lane  
Belmont, CA 94002  
(650) 591-8941

**REQUEST FOR PROPOSAL (RFP)  
FOR EXECUTIVE SEARCH SERVICES TO  
ASSIST WITH RECRUITMENT FOR GENERAL MANAGER**

The Board of Directors for the Mid-Peninsula Water District (MPWD) is embarking upon a recruitment process for a new General Manager (as a result of the retirement of its existing General Manager in March 2023). The MPWD is inviting experienced consulting firms to submit proposals to assist them with this recruitment on behalf of the MPWD. The scope of services, in general, will consist of:

1. Development of recruitment materials for the position of General Manager;
2. Outreach on a nation-wide basis to the public and private sector for qualified candidates;
3. Background investigation and preliminary screening of applicants based upon criteria to be developed in consultation with the MPWD Board of Directors;
4. Periodic meetings and progress reports to the MPWD Board of Directors; and
5. Assistance to the MPWD and Board of Directors as required during the interview and evaluation process.

A six (6)-month period to complete the recruitment process is anticipated.

To assist in the development of responsive proposals, information concerning the MPWD's operations can be found here: <https://www.midpeninsulawater.org/about>

The General Manager's position description was updated in 2018 and is contained within the MPWD's Compensation Plan (pages 22-25): [https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD\\_CompensationPlan\\_092718.pdf](https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD_CompensationPlan_092718.pdf)

The MPWD website at [www.midpeninsulawater.org](http://www.midpeninsulawater.org) has other information related to the organization and the General Manager's employment agreement and salary schedule, and the Organization/Meet the Staff and Organization/Human Resources tabs.

Consultants shall bear all costs associated with the proposal process.

Six (6) hard copies and one (1) electronic copy on a USB drive of the proposal should be submitted to:

Mid-Peninsula Water District  
Attention: General Manager  
3 Dairy Lane  
Belmont, CA 94002

by 12:00PM (Pacific Time) on Friday, September 3, 2021, clearly marked on the outside *“Proposal – Executive Search Services for GM”*.

All RFP questions should be transmitted in writing on or before 12:00PM on Monday, August 23, 2021, to the MPWD General Manager, Tammy Rudock, at [tammyr@midpeninsulawater.org](mailto:tammyr@midpeninsulawater.org).

**RFP SCHEDULE**

Request for Proposal Issued.....On Friday, July 23, 2021  
Deadline for Submitting RFP Questions.....By 12:00PM on Monday, August 23, 2021  
Deadline for MPWD’s Response to RFP Questions.....By 12:00PM on Friday, August 27, 2021  
**Due Date for Proposals to MPWD.....By 12:00PM on Friday, September 3, 2021**

## A. SCOPE OF SERVICES

The scope of services, in general, will consist of:

- Development of recruitment and selection materials for the position of GM, including refinement of the candidate profile for the position;
- Outreach to the public and private sector for qualified candidates;
- Background investigation and preliminary screening of applicants based upon criteria to be developed in consultation with MPWD, the MPWD Board of Directors, and any MPWD Board committee;
- Periodic meetings and progress reports to the and any MPWD Board committee and the full Board of Directors; and
- Assistance to and any MPWD Board committee and Board of Directors as required during the interview, evaluation and selection process.

Proposers may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.

## B. INSURANCE REQUIREMENTS

Proposers are directed to Section 12 of the Sample Professional Services Agreement.

## C. PROPOSAL CONTENT AND GENERAL REQUIREMENTS

### 1. Firm Profile and Description

Provide a description of your firm and your qualifications in the area of executive recruitment. Include firm name, address, telephone, years in business, type of organization (individual, partnership or corporation), location of firm's main office or main California office and a brief description of resources and numbers of individuals in the office providing executive recruitment services.

### 2. Firm and Key Personnel Experience

- Briefly describe the firm's experience with recruiting for CEO/GM positions in both the public and private sectors.
- Provide a list of examples of successful recruitments, including recruitments for public agencies similar in complexity to MPWD. Examples should focus on the recruitment of individuals whose leadership duties closely correlate to those being sought by MPWD (refer to summary of General Manager's position description contained within the MPWD's Compensation Plan (pages 22-25): [https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD\\_CompensationPlan\\_092718.pdf](https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD_CompensationPlan_092718.pdf)).
- Provide the name and brief background of the firms' designated contact, engagement manager (if different), and names of other key team members who will be the primary service providers. Include only those persons who are actually expected to work on the engagement.
- Provide resumes for each participating team member.

3. Approach to Scope of Services

- Provide a proposed approach to this recruitment, including a description of the resources that will be dedicated to these services, recruiting database that will be used, and a work plan. Provide a proposed timeline for providing a preliminary list of viable candidates and interview dates for same.
- Note that the current GM will leave on August 1, 2020 and the new individual should be in place by that time.

4. References

Provide a list of three client references (including public agencies, if any), preferably individuals who have worked directly with the proposed primary contact(s). Indicate name and title of the individual, name of organization, email and phone number.

5. Fees

Propose a fee proposal for this engagement. To the extent hourly fees are proposed, please include an estimate of the total maximum fee as a not-to-exceed amount for the desired services.

Also please indicate what expenses your firm would bill in addition to the professional fees that support the not-to-exceed amount.

Finally, describe procedures and costs, if any, for assisting MPWD in the event the chosen candidate does not reach a one-year employment anniversary.

6. Additional Information.

Please indicate any other information that you feel would be helpful to MPWD in selecting a firm.

D. EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit the MPWD to award a contract. The MPWD reserves the right to:

1. Revise the RFP Key Dates;
2. Accept or reject any or all proposals received in response to this RFP; accept the proposal it considers most favorable to MPWD's interest, and waive minor irregularities;
3. Negotiate with any of the firms that submitted a response to this RFP; or
4. Cancel all or part of this RFP, and re-issue a new RFP for the subject services.

E. SELECTION CRITERIA

1. Qualifications and Experience of Firm and Key Personnel.
2. Approach to Scope of Services.
3. Fee for Services.

Proposers shall furnish MPWD such additional information as MPWD may reasonably require.

F. WITHDRAWAL OF PROPOSAL

Submission of a proposal shall constitute a firm offer to MPWD for ninety (90) days from the deadline for receipt of proposals. A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for its withdrawal to the MPWD General Manager, Tammy Rudock, at tammyr@midpeninsulawater.org. A telephone request is not acceptable.

G. EVALUATION AND AWARD

Contract award, if made, will be made to the Proposer that submits the proposal considered most advantageous to MPWD based on the criteria set forth above. Proposers shall bear all costs incurred in the preparation of the Proposal and participation in the Proposal process.

H. AGREEMENT FOR PROFESSIONAL SERVICES

The firm selected by MPWD to provide the services outlined in this RFP will be required to execute an Agreement for Professional Services with MPWD. A sample of the general form of this Agreement is attached hereto as Exhibit A so that Proposers will have an opportunity to review the terms and conditions that will be included in the final contractual agreement. If a Proposer desires any additions, deletions or modifications to the form of Agreement, they must submit a request for such additions, deletions or modifications with the proposal. With the exception of any requests for such additions, deletions, and modifications, the Proposer will, by making a proposal, be deemed to have accepted the form of Agreement.

I. CONFIDENTIALITY OF PROPOSALS

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between MPWD and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that MPWD withhold from disclosure the proprietary or other confidential information by marking each page containing such information as confidential. The Proposer may not designate its entire proposal or bid as confidential. Additionally, Proposer may not designate its cost proposal or any required bid forms or certifications as confidential.

If Proposer requests that MPWD withhold from disclosure information identified as confidential, and MPWD complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless MPWD from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue or maintain any legal action against MPWD or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If Proposer does not request that MPWD withhold from disclosure information identified as confidential, MPWD shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to MPWD.

J. CONFLICT OF INTEREST

Proposer represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to MPWD as soon as Proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, Proposer may be required to publicly disclose financial interests under MPWD's Conflict of Interest Code. Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by MPWD upon receipt. No member, officer or employee of MPWD or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

**EXHIBIT "A"**

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the MID-PENINSULA WATER DISTRICT ("DISTRICT") and \_\_\_\_\_ ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional executive recruitment services and has issued a Request for Proposals dated \_\_\_\_\_, 2021, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated \_\_\_\_\_, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. **RENDITION OF SERVICES.** The CONSULTANT agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. **SCOPE OF SERVICES.** The scope of the CONSULTANT's Services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

3. **TERM.** The term of this Agreement shall commence upon the effective date of the Agreement and shall terminate on successful completion of the Scope of Service, unless terminated sooner pursuant to Section 13 of this Agreement.

4. **COMPENSATION.** The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of \_\_\_\_\_ (\$ \_\_\_\_\_), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT.

5. **MANNER OF PAYMENT.** CONSULTANT shall submit monthly invoices, detailing the services performed during the billing period, the personnel performing these services and their applicable hourly rate of compensation, which shall conform to the rates specified in the compensation schedule set forth in Exhibit B. DISTRICT shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: Mid-Peninsula Water District  
3 Dairy Lane  
Post Office Box 129  
Belmont, CA 94002  
Attn: General Manager

6. CONSULTANT'S KEY PERSONNEL. It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. DISTRICT REPRESENTATIVE. Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as he shall designate in writing from time to time, shall represent and act for the DISTRICT.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the DISTRICT. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any property of the DISTRICT in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The DISTRICT may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.



11. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall indemnify, keep and save harmless the DISTRICT, and the DISTRICT members, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by an act or omission of the CONSULTANT or its employees, subcontractors or agents. CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment be rendered against the DISTRICT or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of this Agreement.

12. INSURANCE.

A. Workers' Compensation. If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT. Such insurance shall also contain a waiver of subrogation in favor of the Mid Peninsula Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the DISTRICT for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the DISTRICT's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its Directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the Mid Peninsula Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the DISTRICT shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT's General Manager and the CONSULTANT's \_\_\_\_\_.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:	Mid-Peninsula Water District 3 Dairy Lane Belmont, California 94002 ATTENTION: General Manager
---------------------	---

If to the CONSULTANT: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. District Warranties. The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Release of Information. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the District.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

MID-PENINSULA WATER DISTRICT \_\_\_\_\_ \*

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\* If the CONSULTANT is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONSULTANT will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.