

# SOLANO COUNTY WATER AGENCY



## **REQUEST FOR PROPOSALS FOR AN EXECUTIVE SEARCH FIRM**

Issue Date: June 22, 2022  
Submission Date: July 22, 2022

Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

(707) 455-1101

Contact:  
Sandra Willingmyre  
[sandra@scwa2.com](mailto:sandra@scwa2.com)  
[www.scwa2.com](http://www.scwa2.com)

File: P-68

## **TABLE OF CONTENT**

- 1. BACKGROUND**
  - 2. SCOPE OF WORK**
  - 3. BUDGET/CONTRACT**
  - 4. PROPOSAL REQUIREMENTS**
  - 5. PLANNED RFP SCHEDULE**
  - 6. PROPOSAL SUBMISSION**
  - 7. EVALUATION AND SELECTION PROCESS**
  - 8. ENGAGEMENT PROCESS**
- APPENDIX A: CONSULTANT AGREEMENT**

**SOLANO COUNTY WATER AGENCY  
RECRUITMENT FOR GENERAL MANAGER  
REQUEST FOR PROPOSALS (RFP)**

**1. BACKGROUND**

The Solano County Water Agency (Agency) is requesting proposals from executive search firms to assist the Agency in recruiting, qualifying, and securing a candidate for the General Manager position.

The issues, challenges and opportunities that face the Agency will require an individual with specific skills and qualifications. Since the Agencies formation there have only been two General Manager so far, one retiring after serving 25 years in the position, and the current General Manager who has taken up the position for the last 7 years.

The Solano County Water Agency provides a wholesale raw water supply to cities, agricultural districts and State agencies in Solano County from the Federal Solano Project and the North Bay Aqueduct of the State Water Project. The Agency provides flood control services and is developing a Habitat Conservation Plan. The Agency also performs habitat restoration projects with the Lower Putah Creek Coordinating Committee.

Further information on the Agency can be found on our web page [www.scwa2.com](http://www.scwa2.com).

The Agency is a California special district created by a legislative act. The Agency is governed by a 15-member Board of Directors made up of all seven mayors in the County, all five members of the County Board of Supervisors and three agricultural district board members.

Solano County is strategically located between the Sacramento metropolitan area and the San Francisco Bay Area. Agriculture is a major economic driver as is Travis Air Force Base, but Solano County has a diverse economic base and population. Solano County is home to the ecologically important Suisun Marsh and is one of the five counties that cover the Sacramento - San Joaquin Delta. The Agency's policies and actions must balance environmental considerations with water supply and flood control needs.

The Agency has a full-time workforce of 22 employees and a budget of approximately \$45 million.

**2. SCOPE OF WORK**

The Board of Directors wishes to establish a process that would define the skills of the preferred candidate and initiate an aggressive marketing approach to find the right candidate.

The general scope of work for the consultant should include the following tasks:

- *Development of Candidate Profile.* Consultant will meet with Board members to develop a written profile of the preferred candidate. The profile will be checked against the current job description to ensure consistency and/or need to make any updates or revisions.
- *Development of Recruitment Brochure and Advertising Campaign.* Consultant will develop for the Board approval a recruitment brochure that discusses the community, organization, position, and anticipated compensation. The consultant will define how the brochure would be utilized in the advertising and recruitment process.
- *Screening and Selecting the Top Candidates.* Consultant will screen the candidates to a limited number as established the Board for further consideration. Provide oral briefings and/or a written report on each top candidate for Board consideration. Consultant will facilitate the final interviews of these top candidates by the Board. Coordinate interview appointments with candidates.
- *Interview questions and rating.* Assist in the development of structured interview questions and rating system.
- *Conduct Reference Checks and Background check.* Conduct reference check on the top candidates. Consultant will conduct detailed background checks of top candidate(s).
- *Assist in Negotiations.* Consultant in conjunction with the Board will assist in negotiating on behalf of the Agency the final compensation terms of the employment agreement.
- *Review and Update (if appropriate) the General Manager Job Description.* The Consultant can assist the Board with the review and updating the current Job Description and functions for the General Manager position, to ensure that the most current tasks, duties and qualifications for this position are included in the recruitment and selection process.
- *Timeline.* Prior to commencement of the recruitment activities, provide a schedule of the above key activities and timeframes for completion (milestones), and present said plan to hiring committee for approval. The Board would like to hire a General Manager by mid-December 2022.

### **3. BUDGET/CONTRACT**

A fixed-price contract will be based on the final scope of work that is agreed upon between the Board and consultant. The contract will include the extent of services to be rendered and the method and timing of compensation. Attached is the form of the Agency contract.

Proposals must include a time, task, personnel, and cost estimate matrix that is realistic for the approach proposed. The consultant is invited to tender a cost estimate that is commensurate with

the scope of work defined herein. The budget must cover all anticipated costs including consultant fees, mileage, and reimbursable costs.

The Board reserves the right to award no contract. The Board reserves the right to negotiate modifications to the proposals presented and/or the use of specific individuals or firms.

#### **4. PROPOSAL REQUIREMENTS**

All proposals submitted to the Board shall contain the following minimum information and materials:

*Team Member.* Names and resumes of staff members and subcontractors (if any) who will be working on this recruitment. The consultant team's Program Manager must be identified and a list of all project's personnel along with their specific responsibilities must be included. Those names in the proposal must be those who conduct this recruitment.

*Relevant Work Experience.* A listing and discussion of similar work conducted for other public agencies. The list must indicate which staff members worked on the project and if they are still employed. A list of references must also be included.

*Project Approach.* Outline of approach and work program for all services requested. The outline must include the following minimum information:

- a) Detailed work schedule for the proposed work in tabular form. The work schedule must set forth a time frame for completion of service tasks and submittal of work products.
- b) The number and type of meetings to be conducted.

*Cost Schedule.* A section of the proposal should include an itemized cost estimate for the various tasks to be performed. The cost schedule must list the estimated hourly charge and hours to be assigned for staff members and/or sub-consultants.

*Work Samples.* Provide examples and sample pages of similar work products within the appendix of this proposal.

*Expectations for Board and the Agency Staff.* Provide information on the minimum expectations and information you will need from the Agency to accomplish the project.

*Validity of Proposal.* Provide a statement that the proposal will remain valid for a minimum of 90 days following the final due date for submission of the proposal.

*Format.* The work program and schedule must be provided in a format that can be inserted as an exhibit to a contract.

*Insurance.* Standard the Agency Professional Insurance Required (see Appendix A contract form).

## 5. PLANNED RFP SCHEDULE

The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the deadline for responses, and may be amended by addenda to this RFP.

- A. **June 22, 2022** – Anticipated distribution of RFP.
- B. **July 22, 2022, 5:00 p.m. PST** – Emailed RFP responses due to Agency.
- C. **July 25-29, 2022** - Executive Search Committee: (i) reviews proposals and schedules interviews, if deemed necessary, on a date to be determined; and (ii) makes a recommendation to the Board.
- D. **August 3, 2022** – Executive Search Committee to vote on recommended Firm, or on a date as soon thereafter as may be considered.
- E. **August-September 2022** - District staff to collaborate with selected Firm to post position and distribute recruitment brochures.

## 6. PROPOSAL SUBMISSION

- 1. The Consultant must submit one electronic version (pdf) through email. This may require an FTP, Box, or Dropbox link to be set up by the consultant if the document is large.
- 2. Proposals are due by 5:00 PM on July 22, 2022.
- 3. Proposals must be delivered to: [rsanford@scwa2.com](mailto:rsanford@scwa2.com) and [sandra@scwa2.com](mailto:sandra@scwa2.com)
- 4. Any questions on this project should be directed to Sandra Willingmyre (707) 455-1101 or [sandra@scwa2.com](mailto:sandra@scwa2.com).

## 7. EVALUATION AND SELECTION PROCESS

Proposal will be evaluated by the Agency based on proposal completeness, consultant experience and cost.

The Executive Committee of the Board will screen proposals for completeness and select proposers for an interview by the Committee during November. It is anticipated that each consultant will have up to thirty minutes with the Committee. The consultant will be required to make a 15–20-minute presentation with the remaining time to be used for questions.

The Committee will make a recommendation to the full Board of Directors. The Board will authorize an agreement between the selected consultant and the Agency at a scheduled Board meeting.

## **8. ENGAGEMENT PROCESS**

The Agency Board will award an agreement, if at all, to the Firm that is determined by the Agency, acting in its sole discretion, to offer the best value to the Agency based on the Agency's review of the criteria above.

The Firm selected by the Agency will be required to execute an Agreement for Professional Services with the Agency. The form of this Agreement is attached hereto as Exhibit A (Agreement) and incorporated by reference, so Firms will have an opportunity to review the terms and conditions that will be included in the final contractual agreement.

Name of Project: \_\_\_\_\_

**SOLANO COUNTY WATER AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES  
(Professional Services/Contractor)**

THIS AGREEMENT, **effective** \_\_\_\_\_, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and \_\_\_\_\_, hereinafter referred to as "Contractor."

The Agency requires services for \_\_\_\_\_; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for \_\_\_\_\_, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$** \_\_\_\_\_ for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for



## APPENDIX A

each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

### 4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and \_\_\_\_\_ as directed by the Agency.

### 5. MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

*(Note: this paragraph is optional)* Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

### 6. PERMITS *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

### 7. INDEMNIFY AND HOLD HARMLESS

*To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.*

### 8. INSURANCE

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may

## APPENDIX A

arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

## **APPENDIX A**

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

**Verification of Coverage** – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

### 9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

### 10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

### 11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

### 12. **SUBCONTRACT AND ASSIGNMENT**

**APPENDIX A**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

CONTRACTOR

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

-----  
The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency  
a Public Agency

By: \_\_\_\_\_  
Roland Sanford  
General Manager

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

---

**FOR SCWA USE ONLY**

Contract Period: \_\_\_\_\_ to \_\_\_\_\_

**APPENDIX A**

File Number: \_\_\_\_\_

Account Manager: \_\_\_\_\_

G/L Account #: \_\_\_\_\_

Job Cost #: \_\_\_\_\_

Contract Type: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT B**

**RATE OF COMPENSATION**