

RFP EXECUTIVE SEARCH FIRM SERVICES

Proposals due Wednesday September 30th by 2:00 p.m. MST



CALGARY CHAMBER
600, 237 8TH AVENUE SE

REQUEST FOR PROPOSALS - EXECUTIVE SEARCH FIRM SERVICES

The Calgary Chamber of Commerce (“The Chamber”) is seeking proposals from qualified individuals or firms to conduct professional services to complete an executive search for the recruitment of a President & CEO.

Proposals may be submitted via email in PDF format to Jessie Watson at jwtatson@inspiredhr.ca. Subject line must be plainly marked, “RFP ~ EXECUTIVE SEARCH FIRM SERVICES” along with the firm's name. Please review all documents pertaining to this request before submitting requested information. Proposals will be accepted until 2:00 p.m. MST, on September 30, 2020.

The Chamber reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal, and to award a contract deemed by The Chamber’s Search Committee to be in the best interest of The Chamber.

The Calgary Chamber Of Commerce

Desirée Bombenon

Chair Governance and HR Committee

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I. GENERAL CONDITIONS

- A. The Chamber is seeking proposals from qualified individuals or firms to conduct professional services to complete an executive search for the recruitment of a President & CEO.
- B. The Chamber reserves the right to reject proposals from individuals or firms who are not Members of the Calgary Chamber of Commerce.
- C. Proposals may be submitted via email in PDF format to Jessie Watson at jwatson@inspiredhr.ca. Subject line must be plainly marked, "RFP - Executive Search Firm Services" along with the firm's name. The Chamber must receive all responses before 2:00 p.m MST, on September 30, 2020. Proposals received after the stated time will be rejected. It is the sole responsibility of the respondent to ensure the proposal is received on time.
- D. Submit one (1) electronic copy (PDF).
- E. The Chamber reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal and to award a contract deemed by The Chamber to be in the best interest of The Chamber.
- F. Direct all inquiries of this request in writing to Jessie Watson at jwatson@inspiredhr.ca. The deadline to submit questions is September 25, 2020 at 5:00 p.m MST. All written inquiries and responses will be submitted as addenda and posted on The Chamber's website. It is the sole responsibility of the bidder to determine if any addenda have been issued.
- G. From the date of release of this solicitation until award of the contract, no contact with The Chamber personnel or board or committee member related to this solicitation is permitted. Direct all communications to the email listed above. Any such contact may result in the disqualification of the respondent's submittal.
- H. All changes, modifications, or interpretations shall be handled by The Chamber's Search Committee. In no case will verbal communication between The Chamber and a respondent override written communications or documentation. All communications must be in writing to be considered part of this Request for Proposals (RFP).
- I. Each respondent shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.
- J. Responses will be evaluated on experience, references, staffing capacity, services, costs, and any other relevant factors as determined to be in the best interest of The Chamber.
- K. Responses shall be binding upon the respondent and irrevocable for 60 calendar days following the RFP opening date.
- L. Neither The Chamber nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Respondents should prepare their proposals to provide a straightforward and concise description of their ability to meet the requirements. All information requested shall be submitted. Failure to submit all information requested may result in a proposal being considered "non-responsive", and therefore rejected.

- M. All prospective bidders will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for an award of any contract entered into pursuant to this notice.
- N. The Chamber reserves the right to:
 - 1. Request clarification and additional information from any respondent during the evaluation process.
 - 2. Negotiate with the selected bidders to include further services not identified in this RFP.
 - 3. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
 - 4. Issue subsequent RFP's based on refinement of concepts proposed in response to this request.
 - 5. Conduct investigations of the qualifications of the Consultant as deemed appropriate.
 - 6. Request that the Consultant modify the submitted proposal to more fully meet the needs of The Chamber.
- O. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between The Chamber and the Consultant selected.
- P. All material submitted with the proposals will become the property of The Chamber.

II. TERMS OF CONTRACT

- A. An agreement will be negotiated with the executive search firm selected by The Chamber.
- B. These documents constitute the complete set of terms, conditions and requirements. A proposal sheet with an original signature, signed by an authorized company representative, must be submitted to validate the proposal.
- C. The Chamber may terminate this Agreement at any time for cause and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice. The Consultant may terminate this Agreement at any time by giving ninety (90) days prior written notice to The Chamber. In the event of termination by mutual agreement, the Consultant shall be compensated for services rendered. The Consultant will have no claim against The Chamber for lost profits or compensation for lost opportunities.
- D. All property, finished and unfinished documents, data, studies and reports prepared by the Consultant become the The Chamber's property in the event of termination.
- E. Consultant shall be deemed an independent contractor as to all work required and not an agent or servant in the employ The Chamber. Consultant is, and shall at all times remain as to The Chamber, a wholly independent contractor. The Consultant shall have no power to incur any debt, obligation, or liability on behalf of The Chamber or otherwise act on behalf of The Chamber as an agent.
- F. Neither the Agreement resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Consultant without the prior written consent of The Chamber.

- G. The Consultant is fully responsible for all work performed under the contract resulting from this RFP, if any. The Consultant may, with the prior written consent of The Chamber, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Consultant's response to this RFP. No subcontract shall be implemented or effective until approved in writing by The Chamber. No subcontract(s) which the Consultant enters into under the contract resulting from this RFP, if any, shall in any way relieve the Consultant of any responsibility for performance of its duties under such contract. Consultant is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Consultant.
- H. Consultant shall perform all work to normally accepted professional standards and in a manner reasonably satisfactory to The Chamber. The Chamber's Search Committee may from time to time assign additional or different tasks or services to the Consultant, provided such tasks are within the scope of services described in this document. However, no additional or different tasks or services will be performed by Consultant other than those specified or those so assigned in writing by The Chamber.
- I. Consultant, in the course of its duties, may have access to confidential data of The Chamber, private individuals, or employees of The Chamber. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed without written authorization by The Chamber. The Chamber shall grant such authorization if disclosure is required by law. The Chamber data shall be returned to The Chamber upon termination of this Agreement. The Consultant's covenant under this section shall survive the termination of this Agreement.
- J. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of The Chamber without restriction or limitation upon its use or dissemination by The Chamber. Such material shall not be the subject of a copyright application by Consultant.
- K. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with their performance of services pursuant to this Agreement.
- L. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

- M. Consultant shall keep itself informed of Provincial, Federal and Municipal laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times comply with such laws, ordinances, codes and regulations. The Chamber, its officers, and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this section.
- N. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for performance of the services hereunder.
- O. This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the Province of Alberta.

III. PROPOSAL PROCEDURES

A. Tentative Schedule

Date/Time	Description
Deadline for Consultants to submit written questions or seek clarification of the specifications	The Chamber will accept questions until 5:00 p.m., MST, on Friday, September 25, 2020. Responses will be issued as addenda and published on The Chamber’s website as they are developed.
Proposal Submission Deadline	September 30, 2020
Shortlist Notifications	October 15, 2020
Interviews	October 15 – October 23, 2020
Notice of Award	October 30, 2020

B. Award of Contract

1. The Chamber intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
2. The Chamber reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint.
3. The Chamber reserves the right to forgo interviewing shortlisted offerors and directly select a Consultant.
4. The Chamber reserves the right to conduct negotiations with the highest ranked offeror.
5. The Chamber reserves the right not to use all services contained in a proposal.

6. In the event the Consultant to whom the contract is awarded does not execute a contract within (15) fifteen days of such award, The Chamber may give notice to such Consultant of intent to award the contract to another Consultant, or to call for new proposals.

IV. INDEMNIFICATION / LIMITATION OF LIABILITY

- A. No officer, employee or agent of The Chamber acting within the scope of his/her employment or function shall be held personally liable or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.
- B. To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless The Chamber, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its sub-contractors, if any, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the sole negligence of The Chamber.
- C. By submission of this proposal, the Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 1. The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to opening, directly or indirectly, to any other Consultant or to any other competitor, and;
 3. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

V. INSURANCE REQUIREMENTS

- A. A. Before execution of the contract by The Chamber and commencement of the operations and/or services to be provided, and during the duration of the contract, the Consultant must provide to The Chamber current certificates of all required insurance on forms acceptable to The Chamber, which shall include the following provisions:
 1. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification as required for compliance with this insurance section.
 2. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to The Chamber.

- B. The Consultant shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.
- C. Coverage Required
 - 1. General Liability Insurance against bodily injury (including death), personal injury and broad form property damage (including loss of use) and including products and completed operations liability and blanket contractual liability for an amount of not less than two million (\$2,000,000) dollars per occurrence.
 - 2. The Chamber and its Board of Directors shall be specifically included as an additional insured on the general liability policy.
 - 3. All such insurance required of the Consultant shall be primary to, and not contribute with, any insurance or self-insurance maintained by The Chamber.
 - 4. Any exceptions to the insurance requirements in this section must be approved in writing by The Chamber.
 - 5. Compliance with these insurance requirements shall not relieve or limit the Consultant's liabilities and obligations under this contract. Failure of The Chamber to demand such certificate or other evidence of full compliance with these insurance requirements or failure of The Chamber to identify a deficiency from evidence provided will not be construed as a waiver of the Consultant's obligation to maintain such insurance.
 - 6. It is understood that any firm or institution awarded a contract under this RFP shall maintain the appropriate insurance(s) as indicated in Indemnification and Insurance Requirements for the total time period of this contract including any extensions.

VI. BACKGROUND

- A. The Calgary Chamber takes on complex municipal, provincial, and national issues that impact the business community. We connect business leaders through networking events, personalized introductions, and an established online community. In addition, we provide resources needed to build connections, community, obtain capital and help grow companies.

The Chamber has been Calgary's champion, at the heart of Calgary's business community since 1891 (3 years before Calgary became a city). We believe that by working together to champion business in Calgary, we can drive success for the city. To learn more, please visit us at: www.calgarychamber.com.

VII. SCOPE OF SERVICES

- A. The Chamber is soliciting interest from qualified firms to conduct a search to fill the executive position of President & CEO.
- B. The executive search firm should provide the following services as a minimum, but not be limited to:

1. Develop the ideal profile for the President & CEO by meeting with The Chamber representatives to obtain information regarding specific issues and opportunities facing The Chamber, the desirable education, experience and background of the candidates, and identification of the management skills and style that are appropriate for the position.
2. Develop a strategy for implementing the President & CEO recruitment (including submission and name of various publications, both hard copy and electronic format, in which the position will be advertised), and identifying potential contacts through personal outreach to encourage applicants from diverse backgrounds to apply.
3. Review resumes for background and qualifications followed by telephone or in-person (whichever is agreed to by The Chamber) interviews to clarify each applicant's experience and credentials and to prepare a written summary of all candidates, for the position, with the most promising qualifications.
4. Evaluate candidates for serious consideration by conducting in-depth reference checks with individuals who are or have been in the position to evaluate the candidates' performance on the job. A short list of candidates shall be presented to The Chamber Search Committee for their consideration.
5. Recommend and finalize a process with The Chamber's Search Committee for interviews and coordinating candidates' participation in interviews.
6. Debrief The Chamber representatives following interviews and identify additional candidates, if necessary.
7. Verify selected candidates educational and employment background, financial/credit and coordinating criminal background checks.
8. Notify candidates that were not selected.
9. Assist The Chamber representatives in structuring the job offer, the employment package and relocation (if applicable) with the finalist.
10. Provide The Chamber with regular written status reports and keep candidates apprised of their status.
11. Conduct a sufficient number of meetings to properly solicit input from and keep informed various stakeholder, including but not limited to The Chamber's Board of Directors and senior management.
12. Provide examples of recruitment literature (i.e. brochure or recruitment marketing pamphlets) successfully used by the search firm in other executive searches.
13. Reinitiate additional executive searches, at no fee to The Chamber, if successful candidates leave (via resignation or termination with or without cause) the employment of The Chamber within one (1) year of placement. The details of this clause will be an asset as a deciding factor in the selection process of the Award.

VIII. QUALIFICATIONS

- A. Firms must have a minimum of five (5) years demonstrated experience and expertise in the successful recruitment and placement of mid to high level management positions in a nonprofit agency in Calgary, Alberta or Canada.

IX. SUBMISSION OF PROPOSALS

- A. Request for Additional Information: The Consultant shall furnish such additional information as The Chamber may reasonably require. This includes information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Chamber reserves the right to make investigation of the qualifications of the Consultant as it deems appropriate, including but not limited to, a background investigation of service personnel to be conducted by the Human Resources Department.

X. FORMAT

- A. Title page – Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.
- B. Table of Contents – Clearly identify the material by section and page number.
- C. Letter of Transmittal
 - 1. Briefly state your firm’s understanding of the work to be done and provide a positive commitment to perform the work.
 - 2. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone number.
 - 3. Must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.
- D. Profile of Consultant
 - 1. State whether your organization is national, regional or local.
 - 2. State the location of the office from which your work is to be performed.
 - 3. Describe the firm including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the areas addressed by this RFP will be brought to bear on the proposed work.
 - 4. Provide a list and description of similar engagements satisfactorily performed within the past five (5) years. For each engagement listed, include the name and telephone number of representatives for whom the engagement was undertaken who can verify satisfactory performance.
 - 5. Provide The Chamber with any information involving litigation within the past five (5) years or any pending or settled litigation arising out of your performance.
- E. Summary of Consultant’s Qualifications

1. Identify the project manager(s) and each individual who will work as part of the engagement. Include resumes for each person to be assigned.
 2. Describe the experience in conducting similar projects for each of the individuals assigned to the engagement. Describe the relevant educational background of each individual.
 3. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
 4. Describe what The Chamber support you anticipate for the project, if any.
- F. Project understanding, proposed approach and methodology: Describe your approach to performing the contracted work including all tasks, deliverables, and staffing.
- G. Project Time Schedule – Provide a detailed time schedule for this project.

XI. FEE PROPOSAL

- A. The Fee Proposal should clearly indicate the services associated with the fees and reflect the full scope of services requested. Prices contained in the proposal are firm for the duration of the contract.
- B. The Fee Proposal will show a fee as a lump sum amount and include all direct and related expenses (travel, per diem, reproduction, etc.).
- C. The Fee Proposal will include a breakdown of tasks, hours, classification and direct expenses.

XII. EVALUATION AND AWARD CRITERIA

- A. An evaluation and ranking of the proposals will be made by The Chamber’s Search Committee. The Search Committee will conduct an evaluation of all Consultants on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFP.
- B. The Chamber reserves the right to request an interview with any Consultant to determine service capabilities in greater detail and to clarify any unclear areas in the proposals. The Chamber will not be liable for any costs incurred by the Consultant in connection with such interviews or presentations (i.e. travel, accommodations, etc.).
- C. Selection will be made from a short list of Consultants deemed to be best suited among those submitting proposals on the basis of the evaluation criteria listed below:

CRITERIA POSSIBLE POINTS

Qualifications and capabilities of the persons assigned to the project	25
Understanding, proposed approach and methodology	25
Experience, references and successful completion of similar projects	25

Cost	10
Quality of Proposal	15
TOTAL SCORE	100

- D. The Chamber reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of The Chamber.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

Check One:

The undersigned firm has had no litigation and/or judgments entered against it by any local, provincial or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

or

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, provincial or federal entity, by any provincial or federal court, during the past five (5) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.*