



THE CITY OF FIRCREST
REQUEST FOR QUALIFICATIONS
City Manager Recruitment Services

RELEASE DATE: October 20, 2022

DUE DATE: November 18, 2022, at 2:00 PM PT

INTRODUCTION

The City of Fircrest, Washington invites submittals from experienced executive search consulting firms or individuals to assist the City with conducting a search that will lead to the selection of a new City Manager.

The deadline for the submittals is November 18, 2022, at 2:00 PM PT.

DELIVERY INSTRUCTIONS

One hard copy must be mailed or hand-delivered to the RFQ Delivery address listed below no later than the deadline. All submittals must be sealed in an envelope and marked "City Manager Recruitment Services."

One emailed copy must be emailed to the City Clerk at jwestman@cityoffircrest.net by the above deadline. Vendors accept all risks of late delivery of mailed proposals regardless of fault. Proposals received by the City after the posted deadline will not be considered for selection.

RFQ Delivery Address:

Fircrest City Hall
Re: City Manager Recruitment Services
115 Ramsdell St
Fircrest, WA 98466

BACKGROUND

The City of Fircrest is a premier community deemed the “Jewel of Pierce City.” Fircrest is tucked between the cities of Tacoma and University Place. Fircrest is a thriving and family-oriented community that enjoys an exceptional quality of life. The City takes great pride in providing excellent customer service to an engaged and participative community. Natural beauty abounds, with over 30 chainsaw sculptures, six beautiful parks, an urban forest of fir trees, and friendly, active neighborhoods.

Fircrest was incorporated in 1925 and currently has a population of approximately 7,156 covering an area of 1.6 square miles.

The City provides a full range of municipal services including:

- Police Protection
- Municipal Court Services
- Parks and Recreation
- Public Works
- Planning & Building
- General Administrative Services

For 2022, there are approximately 40 employees in the City, excluding seasonal workers.

SCOPE OF WORK

Please see **Attachment A** for the preliminary scope of work.

PROPOSAL REQUIREMENTS

Proposals shall address the following information:

1. **Executive Summary:** Summarize your proposal and include your firm’s contact information.
2. **Methodology:** Explain how your firm would approach the process, including estimated timelines, your candidate vetting process, and how you would involve stakeholders and work together with the City Council towards the final appointment of the successful candidate. Include key milestones, deliverables, and meetings with the City during the recruitment.
3. **Pricing:** Provide information on your firm’s proposed fee schedule.
4. **Qualifications:** Identify the individual you propose to assign as project manager and all members of the project team. Include a resume and/or statement of qualifications for each member.
5. **Experience:** Please provide specific examples of recent City Manager searches, preferably in cities of similar size as Fircrest. Include jurisdiction contact information and the total cost (i.e., fees plus all other billables or reimbursable expenses) of each search.
6. **References:** Include a list of references, with contact information, of at least three clients who can verify your

firm’s ability to provide the scope of services requested. References from Mayors and City Council members in cities of similar size who have recently hired City Managers are strongly preferred.

7. **Work Samples:** Please include samples of recruiting specifications, community profiles, recruitment brochures, invitee letters, announcements, etc.
8. **Guarantees:** Please provide a summary of your firm’s guarantees should any of the following scenarios occur during the recruitment process: : (1) the selected candidate resigns or is terminated, or (2) a candidate is not selected for hire at the conclusion of the recruitment, or (3) the search must be extended due to loss of candidates from the interview pool.

All costs for developing proposals in response to this RFQ are the obligation of the consultant and are not chargeable to the City.

SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

Evaluation Criteria	Weight
Staff expertise and overall qualifications of personnel assigned to the work.	15
Thoroughness and understanding of the tasks to be completed. Overall content quality and responsiveness to RFQ requirements.	25
Background and experience with similar projects.	30
Cost.	30
Total	100

SCHEDULE

The following is an outline of the selection procedure and a *tentative* schedule:

EVENT	DATE
Release RFQ	October 18, 2022
Deadline for submission of proposals	November 18, 2022, at 2:00 PM
City interviews short-listed vendors*	TBD

CONTRACT

Upon selection of a consultant, the City intends to enter into an agreement using its standard Consulting Services Agreement, which shall be used to secure these services. See **Attachment B** for a sample contract.

DISCRETION AND LIABILITY WAIVER

The consultant, by submitting a response to this RFQ, waives all rights to protest or seek any remedies whatsoever regarding any aspect of this RFQ.

All proposals will become the property of the City and will not be returned.

The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by proposers in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to negotiate all elements that comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned.

Proposals may be withdrawn at any time prior to the submission time specified above, provided notification is received in writing. Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

Proprietary and Confidential Material: Requesting Disclosure of Public Records

The City asks interested parties to refrain from requesting public disclosure of proposal records until a contract is executed. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State law.

Disclosing Material:

Under Washington law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City are considered public records. These records include but are not limited to proposal submittals, agreement documents, contract work product, or other material. If you believe any records you are submitting to the City as part of your submittal are exempt from disclosure, you can request that the City not release the records until the City notifies you about the pending disclosure.

CONTACTS

All communication concerning this RFQ should be directed in writing to the City Clerk listed below. Any verbal communications will be considered unofficial and non-binding on the City.

Jayne Westman, City Clerk
115 Ramsdell St, Fircrest, WA 98466
Phone: (253) 564-8901
Email: jwestman@cityoffircrest.net

ATTACHMENTS

- A. Preliminary Scope of Work
- B. Sample Professional Services Contract

**ATTACHMENT A:
PRELIMINARY SCOPE OF WORK**

Note: This preliminary scope of work is presented as a reference. The selected consultant will work with the City to develop the final scope of work.

The City is seeking a search firm to conduct a recruitment for the position of City Manager. The search should yield the broadest possible pool of highly qualified candidates meeting the City's and community's needs for this position. The search firm's tasks will include, but not be limited to the following:

1. Develop a candidate profile, in conjunction with the City Council and other key individuals selected by the City that addresses the education, training, leadership qualities, management style, and other attributes that are desirable for the City Manager position.
2. Confirm the job requirements and ensure that the description of the duties and responsibilities is accurate, clear, and complete.
3. Translate the City Council's requirements into a detailed recruitment brochure.
4. Assist the Council in the involvement of other key stakeholders in the process, including residents.
5. Conduct a search that includes recruiting activities such as targeted mailings, selected advertising, networking, and direct inquiries, and use of consultant's knowledge of candidates from other searches.
6. Assist the City Council in screening the initial pool of applicants to an appropriate number of semi-finalists. Provide the Council with summary reports on all semi-finalists and respond to Council questions.
7. Work with the City Council to narrow the semi-finalist group to finalist candidates, determine an appropriate interview process, and discuss preliminary terms of an employment agreement.
8. Conduct in-depth interviews, detailed background investigations, and verify references and credentials of finalists. Prepare a detailed report on each finalist. Assist the City Council with their candidate interviews, including involvement of City staff and residents.
9. Represent the City's interests and advise the Council on salary, benefits, and other terms of the prospective employment agreement (such as relocation and housing allowances), to negotiate an employment contract that results in the appointment of the City's chosen candidate.

Attachment B

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is entered into between the City of Fircrest, Washington, hereinafter referred to as the "City" and _____, hereinafter referred to as "Contractor" in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. PROJECT DESIGNATION: The Contractor is retained by the City to perform recruitment services for the _____ position(s).
2. SCOPE OF SERVICES: Contractor agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit(s) ____.
3. ASSIGNMENT: The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
4. NON-WAIVER: Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.
5. TERMS OF AGREEMENT: Notwithstanding, the date of execution hereof, this Agreement shall be in effect _____ to December 31, _____. This contract may be terminated by either party with a 30-day written notice.
6. PAYMENT: Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include the "Affidavit of Wages Paid" that was filed with the State of Washington Department of Labor and Industries. The total cost for services shall not exceed _____, plus sales tax.
7. PERFORMANCE: The City reserves the right to withhold a part or all of the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the maintenance services set forth in this contract; provided, that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.
8. LIABILITY AND INSURANCE: With the exception of the sole negligence of the City of Fircrest or its employees or officials the contractor agrees to hold the City of Fircrest and city employees and officials harmless from all liability arising out of all work pursuant to this agreement. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured:

a. Workman's Compensation Coverage	Statutory
b. General Liability	\$1,000,000/\$2,000,000 aggregate
c. Auto Liability	\$1,000,000

An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.

The minimum limits above do not limit the contractor's liability to the City or public.

9. COMPLIANCE WITH LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.
10. TERMINATION: If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Contractor shall be compensated by the City for all worked performed to the date of termination.
11. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
12. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor is required to employ a qualified Supervisor acceptable to the City. Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
13. PREVAILING WAGES: Prevailing wages are not required for this contract.
14. COMPLIANCE WITH CITY POLICY: The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.
15. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Contractor shall not be responsible or required to repair, at the sole cost and expense of the Contractor, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Contractor's agents.
16. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by the City Manager, as a modification to this agreement. Such modification shall be attached hereto and made a part hereof.

17. SAFETY REQUIREMENT: Not applicable to this contract.

18. HAZARDOUS CONDITIONS: Not applicable to this contract.

19. CHEMICALS: Not applicable to this contract.

INTEGRATED AGREEMENT:

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.

DATED this _____ day of _____, 2022

CITY OF FIRCREST

CONTRACTOR...

By: _____
City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

**ATTACHMENT B:
SAMPLE PROFESSIONAL SERVICES CONTRACT**