



REQUEST FOR PROPOSAL CITY MANAGER EXECUTIVE SEARCH CONSULTING SERVICES

I. INVITATION

The City of Pinole is interested in obtaining the services of an executive search consulting firm to provide recruitment, screening, and identification of qualified candidates for its City Council to interview and appoint as City Manager.

Interested and qualified consulting firms who have demonstrated their ability at comparable work are invited to submit proposals.

Proposals will be accepted until 4:30 p.m. on Friday, December 15, 2023. Submittals and requests for information relative to this Request for Proposal (RFP) should be addressed to:

**Stacy Shell
Human Resources Director
City of Pinole
2131 Pear Street
Pinole, CA 94564
925-787-2581
sshell@ci.pinole.ca.us**

The RFP written response and all supporting materials must be submitted in one (1) digital pdf copy emailed to sshell@ci.pinole.ca.us **and** one (1) original copy mailed to City of Pinole, 2131 Pear Street, Pinole, CA 94564, Attention: Stacy Shell, Human Resources Director.

II. BACKGROUND OF THE CITY OF PINOLE

The City is primarily a residential community located in the San Francisco Bay Area on the shores of San Pablo Bay in West Contra Costa County. Highway Interstate 80, which traverses Pinole, connects the San Francisco/Oakland metropolitan area with Sacramento and points east. Pinole is linked to central Contra Costa County which includes the cities of Martinez, Concord, and Pleasant Hill by State Route 4 which begins just north of Pinole and connects with Interstate 680. There are approximately four-square miles of land included in Pinole's boundary. The City's population on July 1, 2022, was 18,582, according to the US Census Bureau, Population and Housing Unit Estimates.

The City of Pinole is a general law city that was incorporated on June 25, 1903. The City operates under a Council-Manager form of operation, whereby policies of the City Council are administered by a City Manager who is appointed by the City Council. All municipal departments operate under the supervision of the City Manager. The Council consists of five members who are elected at large for four-year overlapping terms. The Council rotates one of the Council members to serve as Mayor each year.

The City is a full-service city that provides the following services: public safety (police), public works (including a wastewater treatment plant), community services (including recreation and community television), community development, and general administration services. The City is budgeted over 115 full-time equivalent positions with an all-funds revenue of approximately \$47.3 million for the Fiscal Year 2023/24 Operating and Capital Budget.

III. SCOPE OF PROFESSIONAL SERVICES

The objective of this RFP is to solicit competitive proposals from qualified executive search firms for City Manager. The successful consulting firm will be expected to accomplish the following:

- a. Develop a suitable candidate profile received from “stakeholder meetings.”
- b. Develop and administer a nation-wide search for suitable applicants.
- c. Take receipt of all resumes and other applicable documents from candidates.
- d. Conduct in-depth reviews of candidates’ credentials using criteria established from “stakeholder meetings” and public input.
- e. Select the most qualified, skilled, and articulate candidates, which shall be reviewed by the City Council; provide a written report summarizing results and the identification of up to ten candidates for consideration.
- f. Advise the City Council on interview strategies, techniques, and questions as needed.
- g. Arrange for and/or conduct finalist(s) professional background investigations.
- h. Assist with employment negotiations if requested or as deemed necessary.

IV. PROPOSAL SUBMITTAL REQUIREMENTS

To assist in the evaluation of potential consultants, please provide the following information:

- a. Provide a detail of the search firm’s experience with public sector recruitment, including number of City Manager searches and placements.

- b. Provide the background and qualifications for personnel that will be assigned to Pinole's City Manager recruitment effort.
- c. Include sample work products such as recruitment brochures, candidate questionnaires, candidate references, and background reports.
- d. Include a tentative schedule for each phase of the process including recruitment profile development, executive search, candidate background evaluations, identification of candidates and Council review. In addition, the consultant should provide detail of its current engagements and confirm its ability to focus on our recruitment without delay.
- e. Provide written detail of how the consulting firm approaches either an unsuccessful recruitment or the premature dismissal for cause or resignation of identified candidate.
- f. Provide a total cost estimate for the performance of Pinole's executive search including fees and anticipated costs for reimbursable items. Any costs incurred by consulting firms in preparing or submitting their proposal are the sole responsibility of the firm. Payment terms shall also be included in the proposal.

V. EVALUATION CRITERIA AND SELECTION PROCESS

The method of selection will be based on the following criteria set forth below:

- a. Responsiveness to the provisions of this RFP.
- b. Thoroughness of proposal and clarity of services to be provided.
- c. Prior successful recruitments, especially for the position of City Manager.
- d. Qualifications and experience of the individuals assigned to perform the executive search.
- e. Schedule and availability.
- f. Cost of services.
- g. Reference contact information

Interviews with selected proposers may be held in mid-January 2024. Notifications of acceptance or rejection by the City will be made in writing to all proposers. The City anticipates awarding a contract by the end of January 2024.

VI. PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS

The firm selected shall be required to enter into the City's Professional Services Agreement for this project with the City of Pinole. Any contract resulting from this RFP shall not be effective unless, and until, approved by the City of Pinole, which may require City Council approval. Upon approval, the contract shall start within one day after the award of the contract.

Before the City executes a contract, the selected firm shall furnish the City certificates evidencing insurance, as required by the City of Pinole. The City shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

VII. OTHER PROPOSAL INFORMATION

All proposals and related materials become the property of the City of Pinole and may be returned only at its option.

The City of Pinole is not obligated to accept any proposal or to negotiate with any respondent. All transactions are subject to the final approval of the City of Pinole who reserves the right to reject any or all proposals without cause or liability.

All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation, information or presentation) will be borne by the proposer.

Issuance of this RFP does not commit the City of Pinole to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. The execution of any contract pursuant to this RFP is dependent upon the approval of the City of Pinole, which may require City Council approval.

The City of Pinole reserves the right to waive any irregularities or informalities in the proposal or proposal process. The City of Pinole retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent.

Additional Information – Questions regarding this solicitation shall be submitted to:

Stacy Shell
Human Resources Director
City of Pinole
2131 Pear Street
Pinole, CA 94564
925-787-2581
sshell@ci.pinole.ca.us

Respondents/firms are cautioned that any oral statements made that materially change any portion of this RFP are not valid unless subsequently ratified by a formal written amendment to this RFP. No technical questions that may materially change any portion of this RFP will be accepted during the seven calendar days prior to the time and date set for receipt of proposals.

Business License - The City of Pinole does not anticipate that the professional services provider, and any subcontractor(s), shall not be required to obtain a City of Pinole business license.

Professional Licensing - The professional services provider, and all subcontractors, shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such form as the City shall require.

Assignment / Subcontracting - The selected professional services provider shall not assign or subcontract services or responsibilities without the prior written consent of the City of Pinole. The City acknowledges that subcontracting can be in the City's interest but reserves the right of final approval.

Indemnification Required - The provider to whom a contract is awarded will be required to indemnify and hold the City harmless for any and all liabilities arising from the provider's performance of the work. Indemnification provisions to this effect will be incorporated in the Professional Services Agreement, which will be executed between the provider selected for the project and the City.

Right to Cancel – The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements.

Variations in Scope of Work – The City may materially change the scope of work. Such changes may include additions, deletions, or other revisions within the general scope of RFP requirements. No material changes or adjustments shall be made without a written amendment to this RFP, signed by the City Clerk. The City of Pinole reserves the right to waive the written requirement for a variation in the scope of work if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

Applicable Laws – The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFP shall be brought in the State of California, with a venue of the Contra Costa Superior Courts. The firm awarded the contract shall comply with all applicable Federal, State, and local laws and regulations.

Nonconforming Terms and Conditions – Any proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP is subject to rejection as non-responsive. The City of Pinole reserves the right to permit the

respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the City of Pinole City Council to award a contract.

Late Submissions – Any proposal received after the date and time specified for receipt shall not be accepted or considered.

Public Information – All documents received by the City of Pinole are considered public records and will be made available after the RFP selection for public inspection and copying upon request.

Insurance Required - The consultant is required to furnish to the City evidence of insurance coverage including Automobile Liability, Workers' Compensation, Professional Liability and Comprehensive General Liability. The form of the insurance policy is subject to approval by the City.

The City shall be furnished an endorsement showing that "City, its officers, employees and agents are named as additional insured" prior to consultant commencing duties under this Agreement. Said policy of liability insurance shall state "coverage thereunder as applied to City, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self- insurance as may be maintained by City." The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide the City with thirty (30) calendar days advance written notice of cancellation, non- renewal, or material change in coverage.

Sample insurance requirements language is shown in Exhibit A.

EXHIBIT A

SAMPLE INSURANCE REQUIREMENT LANGUAGE

Consultant shall not begin work under this Agreement until it obtains insurance required under this section and shall remain in full force and effect the required insurance during the term of this Agreement. All insurance policies shall be subject to approval by City as to form and content. Consultant may, in writing, notify City of explanation as to why any specific insurance requirements should be waived. The Human Resources Director in consultation with the City Attorney may determine to waive certain requirements. Such determination is final. Any amendment or waiver to the insurance requirements as defined herein shall be in writing and incorporated into this Agreement. All insurance shall cover Consultant and its principals and employees and also cover their liability arising out of operations of Consultant's agents, representatives, and subcontractors in connection with its operations under this Agreement. All insurance requirements shall appear either in the body of the insurance policies or as endorsements. The insurance required under Automobile Insurance and Public Liability and Property Damage Insurance shall specifically name City, its officers, officials, agents, employees and volunteers ("City and its employees") as an additional insured.

A copy of all policies or evidence thereof shall be furnished to the City at least five (5) days prior to Consultant's commencement of services under this Agreement. All policies shall provide for at least thirty (30) calendar days prior notice to City before coverage is canceled; Consultant shall notify City at least thirty (30) calendar days prior to any suspension, voiding, or reduction of coverage or of limits.

Consultant's insurance is to be placed with insurance companies with A.M. Best Co.'s rating of no less than A-VII. Any deductibles or self-insured retention exceeding \$35,000 shall be declared to and approved by the City. Consultant's insurance shall be primary with respect to City and its employees.

Any failure by City and its employees to comply with the reporting provisions of the policy shall not affect coverage provided to City and its employees.

Automobile Insurance

Consultant shall maintain minimum automobile insurance coverage of (a) one hundred thousand dollars (\$100,000) for property damage, five hundred thousand dollars (\$500,000) for injury to one person/any one occurrence and one million dollars (\$1,000,000) for injury to more than one person/any one occurrence; or (b) combined single limit of one million dollars (\$1,000,000) per occurrence.

Workers' Compensation Insurance

Consultant shall maintain Workers' Compensation Insurance as required by the State Labor Code and Employer's Liability Insurance with limits in the amount of one million dollars (\$1,000,000) per accident. The insurers shall agree to waive all rights of

subrogation against City and its employees for losses arising from work performed by Consultant for City.

Public Liability and Property Damage Insurance

Consultant shall take out and maintain general liability and property damage insurance and shall insure City and its employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Consultant's negligent operations under this Agreement, whether or not done by Consultant or by anyone directly or indirectly employed by Consultant. Such insurance shall have a combined limit of not less than one million dollars (\$1,000,000).

Errors and Omissions Insurance

Consultant shall take out and maintain a policy in form and content satisfactory to City that shall indemnify Consultant against errors and omissions or malpractice by Consultant. Said policy or policies shall provide liability coverage in the amount of five hundred thousand dollars (\$500,000) per claim, and a deductible provision of not more than fifty thousand dollars (\$50,000), and one million dollars (\$1,000,000) aggregate.