City of Joplin
CITY MANAGER
EXECUTIVE SEARCH FIRM SERVICES

Request for Qualification
2019-RFQ-01

For more information contact:

Peter Edwards, City Atty
602 S. Main St.
Joplin, MO 64801

Phone: 417-624-0820 Ext. 226
Fax: 471-625-4713
E-mail: pedwards@joplinmo.

CITY OF JOPLIN
CITY MANAGER
EXECUTIVE SEARCH FIRM SERVICES

The City of Joplin, Missouri is seeking proposals from qualified firms/ providers to perform executive search services for the position of City Manager. The City of Joplin will accept statements of qualifications from firms/providers interested in providing the requested services.

Statements of qualifications must be received by no later than 2:00 P.M. Local time on Wednesday, June 5, 2019, at City Hall, Office of the City Attorney, 602 S. Main St., Joplin, MO 64801.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards. The City encourages minority and female owned businesses to submit proposals on all City purchases.

Proposal documents are available from the Office of the City Attorney, Peter Edwards by calling 417-624-0820 Ext. 226, by writing to the address indicated above or visiting www.joplinmo.org/bids. Any proposals received after the specified deadline will be returned to the vendor.

Peter Edwards, City Attorney City of Joplin, Missouri

Publication Date: WEDNESDAY, MAY 1, 2019.

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I. General Information

The City of Joplin, located in Southwest Missouri, is the fourth largest metropolitan area in the state. The population within the corporate limits is just over 50,000; however, the City serves as the trade center for more than 250,000 individuals.

The City has a council-manager form of government, with a nine-member Council. The City government is made up of 15 departments. An organization chart is included for your reference. The City employs approximately 502 permanent employees and 97 seasonal employees on an annual basis.

The City of Joplin staff delivers the following services to its citizens:

1. Police and Fire Protection
2. Wastewater Collection and Treatment
3. Street Maintenance and Traffic Engineering
4. Municipal Planning and Zoning
5. Public Transportation - MAPS
6. Municipal Court
7. Parks and Recreation
8. Municipal Airport
9. Health/W.I.C.
10. Emergency Communications (E 9-1-1)
11. Convention and Visitors Bureau

II. Scope of Work

A. The City's Purpose:

Assist the Mayor and members of the City Council to develop a candidate profile; advertise the position; directly solicit candidates; review initial candidates with a committee of Mayor and City Council members; present a written report on background, strengths, accomplishments, video interviews, reference lists on each recommended finalist; facilitate final interview process with some suggested interview questions; coordinate psychological assessments; assist the City with negotiating a contract, coordinate all correspondence, travel arrangements, and recordkeeping; and conduct detailed professional reference checks on recommended finalists, if requested.

B. The City's Expectations:

1. The City of Joplin expects the successful respondent to develop a comprehensive position profile based upon information obtained in individual meetings with the City Council and other stakeholders as directed.

2. The City of Joplin expects the successful respondent to review the current compensation and recommend changes, if necessary, based upon market and competitive conditions.

3. The City of Joplin expects the successful respondent to develop a marketing strategy that utilizes professional contacts throughout the geographic area identified and supplement the candidate identification process through selected advertising, use of internet and direct solicitation of known desirable candidates.

4. The City of Joplin expects the successful respondent to implement a screening process that narrows the field of candidates to those that most closely match the needs of the City, including discussing results of preliminary reference checks on top candidates. The extent of screening to be conducted by the respondent will be determined by the City Council.

5. The City of Joplin expects the successful respondent to conduct personal interviews with the top candidates that meet the stated criteria, if requested.

6. The City of Joplin expects the successful respondent to conduct criminal, driver's, credit and related background checks.

7. The City of Joplin expects the successful respondent to deliver a product in the form of a search report that recommends the top group of candidates and provides the City with detailed information about their backgrounds and experience from interviews and other sources.

8. The City of Joplin expects the successful respondent to assist during the final interview and the selection process, including developing suggested interview questions.

9. The City of Joplin expects the successful respondent to assist, if requested, in negotiating a total compensation package with the desired candidate.

10. The City of Joplin expects the successful respondent to assist in establishing a process for the recruitment, including a timeline for various actions during the recruitment process.

C. City Responsibilities

The Interim City Manager, the City Attorney, and the Human Resources Director will be available to assist in coordinating the RFQ process, including

scheduling meetings, facilitating interviews, providing recruitment information, benefit package for the selected candidate, etc.

III. Experience Requirements

A. Each respondent shall, within the past thirty-six (36) months, have worked with a public entity like the City of Joplin to conduct executive recruitments.

B. Each respondent shall have, within the past twenty-four (24) months, placed at least one (1) executive candidate with a public governmental entity or other similar entity.

IV. Response Form and Content

A. Title Page:
Indicate the proposal subject, name of firm, local address, telephone number, name of contact person, and date of submittal.

B. Introduction:
Briefly, introduce your firm, indicating whether the firm is local, regional, national or international. Provide a profile of the firm including, but not limited to, the approximate number of professional staff employed. Indicate the name of the person(s) who will be authorized to make representation for and to bind the firm, their titles, and telephone numbers.

C. Information Included in Response:

1. Briefly state your understanding of the work to be performed. Include, but do not limit your statement to, the specific items requested in *II. Scope of Work*.
2. Describe the experience of the firm in the past thirty-six (36) months in performing similar services. Particular emphasis should be placed on recruitments performed for similar-sized municipalities.
3. Describe your proposed strategy to complete the recruitment, including a general statement of the philosophy of the firm.
4. Provide the names and telephone numbers of at least five (5) clients for whom your firm has worked. The City reserves the right to contact any additional individuals or firms to obtain information about the respondent.
5. Indicate the names and titles, and include resumes, of the person(s) who will be working on this project. A response to this requirement should include all contact information such as telephone number, fax number, e-mail address and web address.
6. Provide a detailed description of how the recruitment is to be conducted.
7. Indicate any additional information for the consideration of your firm's qualifications for conducting this project.

8. Discuss the general nature and extent of benefits that the City of Joplin is reasonably likely to experience as a result of these services.
9. Provide a copy of a previous position profile your firm has completed which you feel may have some similarities to the position with the City of Joplin.
10. Provide a copy of a previous search report your firm has completed for another client similar to the City of Joplin.
11. A non-binding general indication (or range) of the cost of the service.
12. A complete description of the fee structure of the firm. The fee structure shall be included in a separate sealed envelope. Only the fee structure envelope of the successful respondent will be opened.

V. Submission of Responses

A. Acceptance/Rejection/Modification to Responses:

The City of Joplin reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive informalities or irregularities in a proposal or in the proposal process. The City reserves the right to split or to make the award in any manner deemed most advantageous to the City at its sole and exclusive discretion.

B. Economy of Preparation:

Statements of Qualification should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the project.

D. Cost of Preparation:

The City shall not be liable for any costs incurred by a respondent in preparing or submitting a proposal.

E. Ownership:

Submitted materials become the property of the City and will not be returned.

F. Public Records:

Submitted responses and any agreement or other documents become public records that are subject to review and copying by any person making an appropriate request for public records.

VI. Due Date

Sealed proposal and ten (10) complete copies will be received at the Office of the City Attorney no later than 2:00 p.m., Wednesday, June 5, 2019. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

Peter Edwards
Office of the City Attorney
City of Joplin
602 S. Main Street
Joplin, MO 64801

Each response shall be submitted in a sealed envelope prior to the time established for opening, and the envelope shall be marked with the title of the proposal and the proposal opening date. If submitted by mail, this envelope shall be enclosed in another envelope addressed to the City Attorney at the address specified above. If submitted other than by mail, it shall be delivered to the Office of the City Attorney. Proposals submitted by mail must be received in the Office of the City Attorney by the time specified herein for the opening thereof.

VII. Withdrawal from Consideration

A respondent may withdraw its statement of qualifications at any time prior to the submission deadline by submitting a written request for withdrawal to Peter Edwards, City Attorney, City of Joplin, 602 S. Main Street, Joplin, MO 64801. The request for withdrawal shall be signed by the respondent or an authorized agent. Modifications offered in any manner, oral or written, will not be considered after the deadline.

VIII. Selection Process

A. Selection Committee:

1. A Selection Committee selected by the Mayor and Members of the City Council shall review all statements of qualifications and evaluate them based upon, but not limited to, the following criteria:
    a. Responsiveness of the proposal to the Request for Qualifications.
    b. Ability, capacity, and skill of the respondent to perform the services.
    c. Responses of the respondent's references.
    d. Methodology for conducting the recruitment.
    e. Experience of the respondent and individual members of the respondent's professional staff in performing similar services for public sector entities.
    f. The sufficiency of financial resources and ability of the respondent in performing the contract.
    g. The degrees of participation by qualified minorities within the firm and/or sub-contract with minority or women-owned business enterprises.
    h. The firm's capability to meet the Scope of Work.
    i. The qualifications of the supervisory personnel proposed for the project.
    j. Other information as may be required or secured.

2. The Selection Committee shall review and evaluate all responses submitted to this Request for Qualifications. The Committee shall conduct a preliminary evaluation process of all proposals on the basis of information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the Committee.

3. The Committee will first review each proposal for compliance with the minimum of qualifications and mandatory requirements for the Request for Qualifications. Failure to comply with any mandatory requirements may disqualify a proposal. The Committee may request one or more respondents to interview by telephone or in person.

4. The Selection Committee will review alternative proposals, and may recommend a proposal from more than one Respondent.

5. The Selection Committee will make a recommendation to the City Council, who may accept or deny the recommendation. The recommended respondent(s) should be available to engage in a conference telephone call or attend a City Council meeting, or both, to respond to questions from the Council.

6. The Selection Committee shall notify unsuccessful respondents in writing.

IX. Conditions of Responses

A. Late Statements:
Statements of Qualifications received by the City after the time specified for receipt will not be considered. Respondents shall assume full responsibility for timely delivery of the statement to the location designated for receipt.

B. Completeness:
All information required by the Request for Qualification must be supplied to constitute a legitimate statement of qualifications.

C. Opening:
All Statements of Qualifications will be publicly opened at the time and place specified and will be made available for public inspection. A listing of firms or individuals submitting such statements will not be made available until after the opening deadline.

D. Award Presentation:
Subject to agreement negotiation, the Selection Committee will recommend to the City Council for acceptance and final award, one of the

proposals, or will reject all proposals within sixty (60) calendar days from the opening.

E. *Statement of Qualifications Clarification Request:*
During the period of evaluation, the City shall have the right to request clarification from the respondents. If any such respondent fails to respond to such a request within five (5) business days from the date of the request, the City shall have the right to reject the proposal.

F. *Oral Presentations:*
After all responses have been evaluated, the City's Selection Committee may require representatives of one or more of the respondents to appear and present before the Committee in Joplin, Missouri, for the purpose of making a final evaluation and recommendation.

G. *Completion of Project*
It is the City's goal to have this project completed within six (6) to ten (10) months.

H. *Contract Development:*
If the City selects a firm, City staff will conduct contract discussions and negotiations with the apparent successful respondent. This Request for Qualifications and the respondent's successful statement will be an integral part of the contract, but may be modified by the provisions of the contract. Respondents must be amenable to including in the contract any information provided either in response to this Request for Qualifications or other requested information. A draft Agreement for Professional Services is attached as Appendix A. Please note Section VI. of the draft agreement relating to costs and payment. This is a draft Agreement and may be modified or revised by the City of Joplin in its discretion or as required by the RFQ, the respondent's response to the RFQ and negotiations.

I. *Competition:*
It is the City's intent that this Request for Qualifications permit competition. It shall be the respondent's responsibility to advise the City, in writing, if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this Request for Qualifications to a single source. Such notification must be received by the City no later than five (5) calendar days prior to the date set for acceptance of proposals.

APPENDIX "A"

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, dated this _____ day of_____, 2019, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and_____, whose address is_____, hereinafter referred to as the "Consultant", is for professional services.

WHEREAS, the City desires to retain a professional consulting firm to provide services for the recruitment of a new City Manager; and

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

Consultant agrees to diligently perform in a professional and workmanlike manner the services required to conduct an executive search for qualified candidates to fill the position of City Manager for the City of Joplin. Such services shall include, but not be limited to, the requirements enumerated in Section II., Scope of Services, of the City's Request for Qualifications.

ARTICLE II - AGREEMENT DOCUMENTS

The services rendered by Consultant shall be in conformance with the terms of this Agreement, City's Request for Qualifications (RFQ) which is incorporated herein by reference and attached hereto as "Appendix A", and Consultant's response attached hereto as "Appendix B". If the provisions of any Agreement document conflict with the provisions of any other Agreement document, either specifically or as to intent, the provision which allows the most strict construction shall control.

ARTICLE III - AGREEMENT TIME

This Agreement becomes effective on the day and year last shown below. Work shall commence no later than one (1) week from the Agreement date. The search shall be deemed

completed when the successful candidate begins employment as City Manager for the City of Joplin.

Both parties shall have the right to terminate this Agreement upon ten (10) days' prior written notice by Certified Mail, Return Receipt Requested, to the address mentioned above. Upon termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE IV - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all federal, state, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

2. The Consultant shall prosecute the work in a diligent and timely manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift, or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

6. Possession of working papers, project reports, and other materials produced in connection with this Agreement shall be retained by the Consultant. Consultant shall provide copies for City of such records upon request. All information provided by the City of Joplin to Consultant shall remain confidential. All candidate information provided to the City of Joplin shall remain confidential. However, Consultant understands and agrees that the City of Joplin is a public governmental body as defined under Chapter 610, RSMo., and as such, any records in the possession of the City may be open to the public. Consultant understands and agrees that City shall not be liable for the release of any such records as required by law.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable

amendment or change order signed by an authorized representative of City and the President or Vice-President of Consultant.

ARTICLE V - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

3. Consultant will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional recruitment practices. If Consultant fails to meet the foregoing standards, Consultant will perform at its own cost, and without additional reimbursement from City, the professional recruitment services necessary to correct errors and omissions caused by Consultant's failure to comply with above standards and reported to Consultant within one (1) year from the completion of Consultant's services for this Project. No warranty, express or implied, is included in this Agreement except as provided below.

4. In no event will Consultant be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of the City, or governmental fines or penalties.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant.

2. Ensure access to City facilities, personnel, and information, as requested by Consultant.

3. Maintain the confidentiality of all candidate information provided to the City by the Consultant to the extent provided by law.

ARTICLE VI - COSTS AND PAYMENTS

The City will be billed by invoice for professional time and services provided by Consultant in an amount not to exceed _____ ($XXX) to be remitted as follows: (a) one-third (1/3rd) of the amount will be due upon the execution of this

Agreement; (b) one-third (1/3rd) of the fee will be due within thirty (30) days after execution of this Agreement; and (c) the final one-third (1/3rd) of the fee will be due upon the completion of hiring a candidate. The City also agrees to pay out-of-pocket expenses incurred by the Consultant or candidates, upon the condition that the City has given written approval of said expenses before they are incurred.

ARTICLE VII - WARRANTY

In the event that any candidate referred by Consultant begins employment and for which a professional fee is paid in accordance with Article V of this Agreement, and is thereafter discharged, terminated, or voluntarily quits said employment within one (1) year of his/her start date, Consultant agrees to search for a replacement candidate or search for a candidate for a different position for the City of Joplin at no additional fee.

ARTICLE VIII - INDEMNIFICATION AND INSURANCE

The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

The Consultant shall maintain workers' compensation insurance as required by Missouri law, and shall maintain a policy of general liability insurance.

ARTICLE IX - MISCELLANEOUS

1. CHOICE OF LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

2. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

5. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

6. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

7. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FOR THE CONSULTANT

Attest:

Secretary

FOR THE CITY

Gary L. Shaw, Mayor

Attest:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

APPENDIX “B”

City of Joplin
Organization Chart

