

07254



### City of Peoria, Arizona Notice of Request for Proposal for Professional Services



Request for Proposal No: **P06-0054** Proposal Due Date: **May 30, 2006**  
 Services: **Human Resources Executive Search Services** Proposal Time: **5:00 P.M. Local Time**  
 Purchasing Agent: **Lisa Houg, CPPB**  
 Project No: \_\_\_\_\_ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
 Mailing Address: **8314 West Cinnabar Street, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

#### OFFER

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

Arizona Transaction (Sales) Privilege \_\_\_\_\_  
 Tax License Number: \_\_\_\_\_

For clarification of this offer contact:  
 Name: TARA ADAMS

Federal Employer Identification Number: \_\_\_\_\_

Telephone: 425.485.9405 Fax: 425.485.9775

ADAMS CONSULTING SERVICES, LLC  
 Company Name

[Signature]  
 Authorized Signature for Offer

9305 NE 191ST ST  
 Address

TARA L. ADAMS  
 Printed Name

BOTHELL, WA 98011  
 City State Zip Code

PRESIDENT  
 Title

#### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by: [Signature]  
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: Aug. 21, 2006



CC: \_\_\_\_\_

Approved as to form:  
William L. Emerson, Assistant City Attorney

Contract Number:  
ACON 35306

[Signature]  
 Stephen M. Kemp, City Attorney

Official File: \_\_\_\_\_

Contract Awarded Date August 23, 2006  
[Signature]  
 Terrence L. Ellis, City Manager

Policy Number  
98-EJ-2793-9

DECLARATIONS PAGE

AMENDED SEP 14 2006



STATE FARM FIRE AND CASUALTY COMPANY  
PO BOX 5000, DUPONT WA 98327-5000  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Named Insured and Mailing Address  
15-2192-F485 K

ADAMS, TARA L  
9305 NE 191ST ST  
BOTHELL WA 98011-2249

Cov A - Inflation Coverage Index: N/A  
Cov B - Consumer Price Index: 201.5

BUSINESS POLICY - SPECIAL FORM 3

**AUTOMATIC RENEWAL** - If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Policy Period:** 12 Months The policy period begins and ends at 12:01 am standard time at the premises location.  
**Effective Date:** JUL 26 2006  
**Expiration Date:** JUL 26 2007

Named Insured: Individual

Your policy is amended SEP 14 2006  
ADDL INSURED NAME & ADDRESS ADDED  
ENDORSEMENT FE-6609 ADDED

**Location of Covered Premises:**  
9305 NE 191ST ST  
BOTHELL WA 98011-2249

Coverages & Property

Limits of Insurance

Occupancy: Office

Section I	
A Buildings	Excluded
B Business Personal Property	\$ 5,900
C Loss of Income - 12 Months	\$ Actual Loss
Section II	
L Business Liability	\$ 1,000,000
M Medical Payments	\$ 5,000
Products-Completed Operations (PCO) Aggregate	\$ 2,000,000
General Aggregate (Other Than PCO)	\$ 2,000,000

Deductibles - Section I

\$ 500 Basic

In case of loss under this policy, the deductible will be applied to each occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

Forms, Options, and Endorsements

Special Form 3	FP-6103
*Section II Additional Insured	FE-6609
WA Amendatory Endorsement	FE-6247.1
Tree Debris Removal	FE-6451
Business Policy Endorsement	FE-6464
Special Form 3 Endorsement	FE-6500.1
Policy Endorsement	FE-6503
* New Form Attached	

Endorsement Premium None

Discounts Applied:  
Claim Record

Continued on Reverse Side of Page

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared  
SEP 28 2006  
FP-8030.2C  
06/1993

A07G

Your policy consists of this page, any endorsements and the policy form. PLEASE KEEP THESE TOGETHER.

Countersigned

By TIM SHIMONO  
(425) 823-2500

Agent



### SECTION II ADDITIONAL INSURED ENDORSEMENT

**Policy No.:** 98-EJ-2793-9

**Named Insured:** ADAMS, TARA L

**Additional Insured (include address):**

CITY OF PEORIA ARIZONA  
8401 W MONROE ST  
PEORIA AZ 85345-6560

**WHO IS AN INSURED**, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of **your work** performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a **suit** brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

**Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
  - a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
  - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
  - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
  - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
  - e. Periods of time, stated as a number of days, shall be calendar days.
  - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the *City of Peoria Procurement Code*. A professional service provider submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.
9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
11. **AWARD OF CONTRACT:**
  - a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
    - (1) Waive any immaterial defect or informality; or
    - (2) Reject any or all proposals, or portions thereof, or
    - (3) Reissue a *Request For Proposal*.
  - b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.



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7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Consultant without prior written permission of the City and no delegation of any duty of Consultant shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Consultant as related to any contract held with the City.

20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.



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### Materials Management Procurement

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21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.



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32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0054**

Materials Management  
Procurement  
8314 West Cinnabar Street  
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Phone: (623) 773-7115  
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a multiple award contract for **Human Resources Executive Search Services for Executive, Department Head and Management Level positions.**
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.  
  
Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price/Fixed Fee; Term; Indefinite Quantity
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
9. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
10. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
11. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0054

Materials Management  
Procurement  
8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

12. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals shall not exceed thirty five (35) pages in length, but shall include the following:

a. Technical Proposal

- i. Understanding of the Scope of Work
- ii. Project Approach
- iii. Firm's Experience/Projects
- iv. Staff Assignments and Experience
- v. Fee Schedule
- vi. Work Plan and Task Schedule
- vii. Overall firm and staff projected workload
- viii. Anticipated City Involvement
- ix. Additional Data Support - detailed resumes, etc. Information and support data shall only be for the local office(s) performing the services. (Data should *not* be mostly a continuation of data called for in items above).

b. Proposal Content - the following items shall be addressed in the technical proposal submission.

- i. **Understanding of the Scope of Work.**
- ii. **Plan and Method of approach to accomplish the Scope of Work** - This shall include a description of the firm's method of conducting executive searches including: how information is gathered, position profile development, selection and evaluation process design, conduct of recruitment activities, typical criteria used to select and evaluate applicants, and additional services generally provided.
- iii. **Firm's Experience/Projects** - This shall include a complete list of the firm's executive searches for high-level executive positions during the past three years (including those in the public sector), sorted by category and supported by a list of references.
- iv. **Staff Assignments and Experience** - This shall include the experience and qualifications of the principals of the firm who will perform the work.
- v. **Fee Schedule** - This shall include an explanation of how total costs for executive services is determined (e.g., standard price, average cost, percentage of salary, etc.)
- vi. **Work plan and Task Schedule** - This shall include the average time taken to perform a typical executive search supported by a time line listing milestones and their time to completion.
- vii. **Overall firm and staff projected workload.**
- viii. **Anticipated City involvement for successful completion of the required Scope of Work.**

13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.



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14. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- Staff's Capabilities and Assignments, public sector preferred.
  - Firm's Experience/Similar Projects, public sector preferred.
  - Project Understanding and Project Approach.
  - Cost Considerations.
  - Conformance to Request for Technical Proposals.
15. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
16. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
17. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.
18. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
19. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
21. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

The City of Peoria shall indemnify and hold harmless the Consultant, its Subcontractors, Subconsultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' and experts' fees and costs) (collectively, "Claims") arising from any use by the City of Peoria, its successors or assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.



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22. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
23. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
24. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
25. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
26. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.



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### 27. Required Insurance Coverage:

#### a. Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101093, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

#### b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

#### c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

#### d. Professional Liability

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.



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28. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

29. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

30. **Independent Contractor:**

a. General

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.



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31. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

32. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

33. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

34. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to deliver the service.

Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.

35. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.



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36. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:

- a. The Consultant provides material that does not meet the specifications of the contract;
- b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
- c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:
  - i. Deduction from an unpaid balance;
  - ii. Or any other remedies as provided by law.



## SCOPE OF WORK

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### I. PURPOSE

The City of Peoria is requesting proposals for consultants to provide Human Resources Executive Search Services.

### II. INTENT

It is the intent of the City to create multiple source contracts that will fulfill the need for a variety of Human Resources recruitments. Firms may offer services for all or a specialty subset of the classifications listed in the Scope of Work. The initial awarded firms will be awarded term contracts, which will be extended per the terms and conditions.

The City will accept additional proposals from firms prior to the extension of current awarded contracts. The submitted proposals will be evaluated based on the existing criteria and may be awarded if deemed appropriate. Any newly awarded contracts would be in affect only for the remainder of the original contract term.

Consultants that are awarded contracts from the original solicitation will not be required to re-submit proposals, but will have their contracts extended per the terms and conditions if deemed appropriate at time of renewal.

### III. BACKGROUND

The City of Peoria, Arizona was incorporated in 1954 and is located in the northwest metropolitan valley area. It is governed by an elected Mayor and Council, with administration provided by a City Manager. The City operations are supported by approximately 1,000 full-time and 300 part-time employees.

The City limits consist of approximately 178 square miles of residential, commercial, industrial and municipal developments. The City has an estimated population of 135,000 and continues to experience rapid growth.

### IV. SCOPE OF SERVICES

1. Selected firms shall be prepared to perform any and all tasks related to a search for and selection of high-level executives and managers. The services may include, but are not limited to, the following:
  - A. Conferring with City Manager, Human Resources Designee, Department Directors/Managers, union representatives, etc., regarding the duties and responsibilities of the position, minimum qualifications and evaluation criteria.
  - B. Preparation of a professional, comprehensive and attractive Recruitment Profile which includes information about the City, its government structure, the department in which the vacancy exists and necessary and desirable candidate qualifications.
  - C. Development of a recruitment plan specifying -
    - 1) Recruitment of candidates from diverse backgrounds utilizing local, regional and national resources (publications, trade journals, mailing lists, etc.).
    - 2) Evaluation and screening of all candidates.
    - 3) Make recommendations to the City of top candidates for the position(s).



# SCOPE OF WORK

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- 4) Assist the City in the interview process for the top candidates, including coordination of travel and accommodation arrangements for candidates and interviewers.
- 5) Documentation and support of selection and non-selection recommendations.
- 6) Assist in the completion of the assessment center process.
- 7) Reference checking, including verification of professional and educational credentials.
- 8) Background checking.

2. The actual scope of work and description of materials and services to be provided will be dependent upon the specific executive search requirements.

### V. LIST OF CLASSIFICATIONS

The following is a list of classifications that may be recruited for:

Assistant City Engineer	Economic Development Director	Personnel Services Manager
Budget Officer	Engineering Director	Planning Manager
Building Safety Manager	Facilities/Transit Oper. Mgr.	Police Chief
Chief Financial Officer	Fire Admin. Serv. Manager	Police Commander
City Attorney	Fire Battalion Chief	Police Lieutenant
City Clerk	Fire Chief	Police Tech. Ser. Mgr.
City Manager	Fire Marshall	Public Information Manager
City Traffic Engineer	Fleet Manager	Public Works Director
Communications & Public Affairs Director	Human Resources Director	Public Works Operations Mgr
Communications Bureau Manager	Information Technology Director	Recreation Manager
Community Development Director	Intergovernmental Affairs Director	Revenue Manager
Community Promotions Manager	IT Development Serv. Manager	Solid Waste Manager
Community Services Director	IT Operations Division Manager	Sports Facilities Manager
Court Administrator	Labor Relations Manager	Sr. Deputy City Attorney
Deputy City Manager	Library Manager	Treasury Manager
Deputy Finance Director	Materials Manager	Utilities Director
Deputy Fire Chief	Municipal Judge	Utilities Operations Manager
Deputy Police Chief	Neighborhood Services Manager	Water Resources Manager
Deputy Utility Director	Parks Operations Manager	



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### VI. SUBMITTAL REQUIREMENTS

Proposals shall be submitted in one (1) original and five (5) copies in the following format. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals shall not exceed thirty five (35) pages in length, but shall include the following:

1. Technical Proposal
  - A. Understanding of the Scope of Work
  - B. Project Approach
  - C. Firm's Experience/Projects
  - D. Staff Assignments and Experience
  - E. Fee Schedule
  - F. Work Plan and Task Schedule
  - G. Overall firm and staff projected workload
  - H. Anticipated City Involvement
  - I. Additional Data Support - detailed resumes, etc. Information and support data shall only be for the local office(s) performing the services. (Data should *not* be mostly a continuation of data called for in items above).
2. Proposal Content - the following items shall be addressed in the technical proposal submission.
  - A. **Understanding of the Scope of Work.**
  - B. **Plan and Method of approach to accomplish the Scope of Work** - This shall include a description of the firm's method of conducting executive searches including: how information is gathered, position profile development, selection and evaluation process design, conduct of recruitment activities, typical criteria used to select and evaluate applicants, and additional services generally provided.
  - C. **Firm's Experience/Projects** - This shall include a complete list of the firm's executive searches for high-level executive positions during the past three years (including those in the public sector), sorted by category and supported by a list of references.
  - D. **Staff Assignments and Experience** - This shall include the experience and qualifications of the principals of the firm who will perform the work.
  - E. **Fee Schedule** - This shall include an explanation of how total costs for executive services is determined (e.g., standard price, average cost, percentage of salary, etc.)
  - F. **Work plan and Task Schedule** - This shall include the average time taken to perform a typical executive search supported by a time line listing milestones and their time to completion.
  - G. **Overall firm and staff projected workload.**
  - H. **Anticipated City involvement for successful completion of the required Scope of Work.**



## SCOPE OF WORK

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### VII. PROPOSAL EVALUATION AND SELECTION PROCESS

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Staff's Capabilities and Assignments, public sector preferred.
2. Firm's Experience/Similar Projects, public sector preferred.
3. Project Understanding and Project Approach.
4. Cost Considerations.
5. Conformance to Request for Technical Proposals.

### VIII. PROPOSAL DUE DATE

1. Proposals will be submitted in one (1) original and five (5) copies and shall be delivered to:

City of Peoria  
Materials Management  
8314 West Cinnabar  
Peoria, Arizona 85345

**The proposal shall be due no later than 5:00 p.m. on May 30, 2006.**

2. All questions regarding the proposal should be directed to:

Lisa Houg, CPPB  
Procurement Specialist  
(623) 773-7191  
Lisa.Houg@peoriaaz.gov



### QUESTIONNAIRE

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes \_\_\_\_\_, No X \_\_\_\_\_.

If yes, please provide details and documentation of the certification.

**CERTIFIED AS WBE IN SEATTLE, WASHINGTON**

May 16, 2006

Lisa Houg, Procurement Specialist  
Materials Management  
City of Peoria  
8314 West Cinnabar Street  
Peoria, AZ 85345

Dear Ms. Houg:

Thank you for your RFP regarding executive search services. We appreciate the opportunity to present our credentials and outline our approach to conducting a search.

**QUALIFICATIONS, EXPERIENCE AND EXPERTISE**

Tara Adams, one of the region's most respected municipal administrators, served for over 20 years in city management and personnel administration as Assistant City Manager for Kirkland, Washington, and Campbell, California.

In 1997 Ms. Adams built on this experience to found an executive search service dedicated exclusively to the public sector. Her background gives Ms. Adams the unique ability to view executive search from both the client's and the consultant's perspectives.

*Adams Consulting offers:*

- Vast credibility in the public sector arena
- A new search for every new assignment
- A national network of recruitment sources
- Firsthand insight into the needs of local government
- Proven skill at facilitating consensus within city councils and boards of directors
- A personable style balanced with the highest professional standards
- A limit to the number of assignments accepted, so that we can provide a high level of personal service to each client

Our clients include a variety of small and large cities, counties, and special purpose governments. Ms. Adams has conducted and led recruitments for City Managers, public safety administrators, city department directors, utility managers, and chief

executives of not-for-profit organizations. We have attached samples of previous search brochures as well as references from recent assignments. Please don't hesitate to call them.

The more time a consultant devotes to a search, the better the results. For that reason, we accept no more than twelve searches per year. This low volume assures you plenty of personal time and attention, and guarantees you a successful result—the first time. Our client list is limited so that we can offer exceptional results. We would like to continue to include Peoria in this group.

As you will see by our reference list, clients come back to us. We have also been retained to complete assignments after other consulting firms have been unable to meet the client's needs. We attribute our success to our experience, our thorough, tailored approach, and our appreciation of each organization's particular structure, style and needs.

***"... I would rank this firm at the top of any search firms I've observed. They are the firm I recommend when one of my professional colleagues calls for a referral."***

— Director of Human Resources, Bellingham, Washington

***"She succeeded when other consultants failed."***

— Deputy Police Chief, Peoria, Arizona

## **OUR ROLE**

We use our experience in executive search, our knowledge of the marketplace, and our skills in recruiting and evaluating candidates to ensure that the best possible pool of candidates is identified for each position.

We feel it is imperative that as a client you play an active and ongoing role in the search process, not just the beginning or the end, and we have designed our process around that concept. Our process emphasizes the development of a recruiting specification, a critical component of the search which requires open, candid discussion between client and consultant. We believe that this is the best way for us to understand your organizational dynamics, and narrow our search for the perfect candidate to match the position.

We provide expert technical assistance. You are the final authority in the evaluation and selection of candidates.

## **OUR APPROACH**

***"I observed numerous...selections at the City of Bellevue that were managed by this firm, and everyone was pleased with each process and results."***

— Former HR Director, City of Bellevue, Washington.

Every search we do is customized; however, each progresses through the following general phases, detailed below:

- developing a recruitment specification
- recruiting
- initial screening
- consultant interviews
- reference checking
- written presentation of finalists
- client interviews

### ***The Recruiting Specification: A Benchmark for Evaluation***

The key to any successful search is for both client and consultant to understand what the position requires, and to understand the culture and dynamics of the organization. Therefore, Adams Consulting begins each search with a series of in-depth discussions with individuals designated by the client who can relate the specific duties, responsibilities, and/or significant operational issues integral to the position. When appropriate, we will conduct community forums and/or focus groups to elicit input from employees and the public.

Through these interviews we draft a recruiting specification which we present to the client for review, modification, and approval. The recruiting specification becomes the benchmark against which we evaluate prospective candidates. It includes an in-depth description of the job; identification of significant operational issues or initial tasks; experience requirements, including the parameters by which experience will be measured; personal characteristics and traits, including management styles which are desirable in candidates; and, if requested by the client, identification of performance evaluation standards by which the successful candidate will be measured during the first six months of employment.

### ***A Tailored Recruiting Strategy***

Next, we initiate a directed campaign to identify candidates whose backgrounds and experiences closely fit the recruiting specification. Just as each organization and position is unique, each search is unique and we tailor the recruiting strategy to meet the needs of the position.

We do not rely on an existing pool of candidates. In order to recruit the most qualified and appropriate candidates, we:

- Send direct informational mailings to key associations, organizations, and individuals throughout the country. Thorough research ensures that these organizations and individuals serve demographics and manage issues that closely parallel those of the client.
- Place targeted advertisements in appropriate professional publications, technical journals, internet sources, and minority publications.
- Network and inquire directly with professional sources identified through our research as prominent or knowledgeable in the field.
- Use our knowledge of candidates from similar searches as a resource. In the event that any of these candidates is appropriate for the position and expresses an interest, he/she would be re-evaluated and measured against the recruiting specification.

Adams Consulting has adopted a corporate policy of equal employment opportunity and will not participate in any search effort where these principles are not followed. We have established networks with minority and female leaders throughout the United States and are proud of our record of placement of qualified minority and female candidates.

***“...Tara Adams has been exceptionally responsive to our needs.”***

*— City Manager, Mercer Island, Washington*

***“...They all were excellent candidates!”***

*— Human Resources Manager, Bellevue, Washington*

### ***Screening for Ideal Applicants***

Our nationwide recruiting efforts generally attract 50 to 75 applicants, depending upon the position and availability of skills in the marketplace. We review the credentials of each applicant based on his/her resume, referral source comments and, when appropriate, telephone interviews. We compare this information to the requirements developed in the recruiting specification and generate a list of 15 to 25 candidates whose background and experience closely fit the requirements of the position. At this time, we meet with the client to review the candidates, and to select a group of eight to twelve semi-finalists for comprehensive interviews.

### ***Consultant interviews and referencing: Understanding the candidates***

After obtaining authorization for travel, Adams Consulting conducts in-depth interviews with each of the semi-final candidates in the candidate's home city. We also take this opportunity to research the city and gain an understanding of the circumstances, demographics and issues that form the environment in which the candidate has worked.

For the interviews, Adams Consulting has developed a set of questions designed to measure management skills, interpersonal traits and characteristics. To this, we add questions that we have developed specifically for the position using issues identified in the recruiting specification.

After interviewing each semi-final candidate, we consult with the client to condense the candidate list to three to six finalists, and conduct thorough reference checks on their backgrounds, abilities, and management styles. At this time we also verify academic and professional credentials of the final candidates.

***“I participated as a candidate in a national selection process conducted by Tara Adams. I can’t remember enjoying an interview as much as I did the first interview with Tara.”***

— *Labor Relations Manager candidate*

***“Your interview process helped me to understand what I need to work on and where I excel.”***

— *Public Works Director candidate*

### ***Recommending the finalists***

At the conclusion of our interviews and after confirming our findings with reference checking, we meet with the client to discuss and recommend final candidates for further consideration. The recommendation meeting can be conducted in person or by telephone. If the client agrees with our recommendations, Adams Consulting will provide detailed written evaluations of the candidates. In this report, we include confidential reference summaries that focus on job-related issues.

### ***Client interviews and final selection***

Each client has a unique interview and selection process. This might include individual interviews, panel interviews, use of selection committees, psychological testing, or a combination of selection components. We work closely with the client at the start of the search to design the process that will be used for final selection interviews.

During this phase of the search we will play a coordinating role. We participate in final interviews either as an observer or as an active panel member at the request of the

client, and are available to answer questions and assist the client in final selection and evaluations.

Although negotiations with the selected candidate are the responsibility of the client, we can help establish the framework of negotiations by clearly identifying issues and requirements of the employment relationship. If requested, Adams Consulting will become an active participant in negotiations.

***“We were asking for a difficult combination of knowledge and skills, as well as a very sophisticated and seasoned professional. Ms. Adams sourced the perfect candidate in a very difficult market, and that person remains in her position and is performing brilliantly.”***

— Director of Human Resources, Bellingham, Washington

***“Tara has an expertise in the area of recruitment that has allowed the Peoria Police Department to appoint stellar candidates to fill critical roles in the organization...She is truly an expert in the area of recruitment, and her customer service to our City is exceptional.”***

— Deputy Police Chief, Peoria, Arizona

## **COSTS**

Adams Consulting charges a professional fee of \$23,500 for a public sector search. In addition to this fee, the client is also responsible for associated expenses such as printing, travel, advertising, long distance telephone charges, postage, and other direct costs, as previously approved by the client.

One-third of our fee is billed at the beginning of the search, one-third after forty-five days, and the final one-third at the conclusion of the search. Expenses are supported by receipt and billed on a monthly basis. Professional fees and expenses are subject to state and local taxes. The client is directly responsible for candidate's travel expenses, during the final interview process.

If a candidate identified through the efforts of Adams Consulting is hired by the client for a position other than the position for which we are currently searching, the client will be charged one-half of the professional fee for that appointment.

In the event that the client cancels an assignment, they are responsible for fees and expenses incurred to that point in the search.

## **ESTIMATED TIME FRAME**

We have found that an in-depth search requires approximately 90 to 120 days. This includes the time to develop the recruiting specification, conduct a national recruiting campaign, interview and evaluate candidates, and conduct final selection interviews.

**OUR GUARANTEE**

We are confident that our recruitment will be successful and are pleased to support our work with a guarantee. If the candidate selected on the basis of an Adams Consulting search resigns or is terminated for cause within one year, we will conduct a replacement search at no charge other than direct, pre-approved expenses, provided that you request such a process in writing within 45 days of the candidate's resignation.

**IN SUMMARY**

We are pleased to have been given this opportunity to present our credentials and hope to work with you at some point in the future. Please do not hesitate to call if you have any questions.

Sincerely,

ADAMS CONSULTING, LLC.



Tara Lee Adams

Attachments:

- References
- Consultant Biography
- Client List
- Sample Brochures

## References for City of Peoria

Ms. Jo Zeimet, Human Resources Director  
City of Bellingham  
Bellingham, Washington  
360.676.6960

Ms. Adams recently completed recruitments for a Chief Administrative Officer, a Director of Information Technology and a Director of Planning & Community Development on behalf of the City of Bellingham. Ms. Zeimet has worked with a variety of search firms, and can provide a comparison of services performed.

Mr. Terry Ellis, City Manager  
City of Peoria  
Peoria, Arizona  
623.773.7300

Ms. Adams has completed searches for a Fire Chief, Deputy Police Chief, two Deputy Fire Chiefs, a Public Works Director, Communications Bureau Manager, Utilities Director, Solid Waste Manager, EMS Chief, Personnel Services Manager, City Clerk, three Utilities Managers and a Building Safety Manager for Peoria. She recently conducted searches for two Deputy City Managers.

Mr. Brent McFall, City Manager  
City of Westminster  
Westminster, Colorado  
303.430.2400 x2010

In the past year, the City of Westminster has retained Adams Consulting to conduct recruitments for a Public Works and Utilities Director and a Finance Director. Having used other search firms for previous assignments, Mr. McFall is able to provide a comparison of the quality of services offered by Ms. Adams.

References

Page 2

Ms. Kathryn Laird, Human Resources Manager  
City of Bellevue  
Bellevue, Washington  
425.452.6817

Ms. Adams has worked extensively with Ms. Laird, and recently assisted her in recruiting for a finance director after two failed attempts by another search firm. Over the past three years, the firm has completed a variety of executive and mid-management level searches for the City of Bellevue, including Assistant Director of Transportation Planning, Assistant Director of Transportation Capital Projects, Assistant Director of Parks & Community Services, Long-Range Transportation Planning Manager, Regional Policy Manager, Inspection Services Manager, Parks Capital Projects Division Manager, Labor Relations Manager, and Compensation Manager.

Mr. Dean Barnes, Personnel Director  
City of Seattle  
Seattle, Washington  
206.684.7923

Ms. Adams recently completed the search for a Chief Technology Officer on behalf of the City of Seattle, and is currently conducting the search for a Facility Operations Director.

Ms. Marilynne Beard, Assistant City Manager  
City of Kirkland  
Kirkland, Washington  
425.587.3008

Ms. Adams recently completed recruitments for an Information Technology Director, Treasury Manager, Parks & Community Services Director, and Economic Development Manager on behalf of the City of Kirkland.

## **CONSULTANT BIOGRAPHIES**

### **TARA ADAMS**

Prior to beginning an executive search practice in 1997, Tara Adams served for over 20 years in city management and personnel administration. One of the region's most respected municipal administrators, Ms. Adams served as Assistant City Manager in Kirkland, Washington, and in Campbell, California. She has conducted and led recruitments for City Managers, public safety administrators, city department directors, utility managers, and chief executives of not-for-profit organizations, and has designed and administered assessment centers for municipal management positions. She has the unique ability to view executive search from both the client's and the consultant's perspectives. Ms. Adams has extensive insight into the needs of local government, and is skilled at assisting city councils and boards of directors to achieve consensus. Currently working exclusively in the public sector, her clients include a variety of small and large cities, counties, and special purpose governments.

Ms. Adams is a graduate of the California State University at Long Beach, and received her Masters Degree in Public Administration from the University of Southern California. In 1996, Ms. Adams was elected to the Board of Directors of the Washington City/County Managers' Association.

### **CAROLYN GOODENOUGH**

Carolyn Goodenough has served for over 20 years as a partner of The Goodenough Company, providing career counseling, outplacement, testing, assessment, and training services. She has served clients in the municipal, legal, academic, medical, and small business sectors, and has conducted recruitments for a variety of public, private, and non-profit executive level positions. Ms. Goodenough has an incomparable ability to evaluate the skills, abilities, and fit of candidates; to elicit in-depth and honest information regarding each finalist from references; and to present a complete picture of their accomplishments, strengths and any perceived weaknesses.

Ms. Goodenough has joined Adams Consulting to provide additional depth and service to our clients, and to ensure that our clients and candidates receive unmatched support and availability.

**CURRENT CLIENTS AND  
RECENT SEARCH ASSIGNMENTS**

**CITY OF BELLEVUE, WASHINGTON**

Finance Director  
Assistant Finance Director  
Employee/Labor Relations Manager  
Compensation Manager  
Assistant Director of Transportation Planning  
Assistant Director of Transportation--CIP  
Regional Policy Manager  
Long-Range Transportation Planning Manager  
Inspection Services Manager  
Assistant Director of Parks & Community Services  
Parks Planning Manager

**CITY OF BELLINGHAM, WASHINGTON**

Chief Administrative Officer  
Information Technology Director  
Planning & Community Development Director

**CITY OF FLAGSTAFF, ARIZONA**

Capital Improvements Director  
Capital Improvements Engineer  
Senior Project Manager

**CITY OF KIRKLAND, WASHINGTON**

Information Technology Director  
Treasury Manager  
Parks & Community Services Director  
Economic Development Manager

**CITY OF MERCER ISLAND, WASHINGTON**

City Attorney  
Development Services Director

**CITY OF SEATTLE, WASHINGTON**

Chief Technology Officer  
Facility Operations Director

**CITY OF TUCSON, ARIZONA**

Water Administrator

**CITY OF WESTMINSTER, COLORADO**

Public Works & Utilities Director  
Finance Director

**GREENVILLE COUNTY, SOUTH CAROLINA**

County Manager

**MONTGOMERY COUNTY, MARYLAND**

Director of Public Works and Transportation

**CITY OF PEORIA, ARIZONA**

Deputy City Manager (2)  
Fire Chief  
Deputy Fire Chief (2)  
Deputy Police Chief  
Fire Training Officer  
EMS Officer  
Police Commander  
Police Lieutenant (2)  
Police Communications Bureau Manager  
Public Works Director  
Traffic Engineer  
Solid Waste Manager  
Utilities Director  
Building Safety Manager  
Utilities Engineering Manager  
Utilities Operations Manager  
Environmental Program Coordinator  
Economic Development Director  
City Clerk  
Personnel Services Manager  
Library Manager  
Labor Relations Manager  
Customer Service Audit

**CLARK COUNTY, WASHINGTON**

Information Technology Departmental Audit

**SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT  
EVERETT, WASHINGTON**

Senior Manager, SUS

**COMMUNITY TRANSIT,  
LYNNWOOD, WASHINGTON**

Grant Administrator

**SOUND TRANSIT, SEATTLE, WASHINGTON**

Capital Projects Program Manager

**REDMOND CHAMBER OF COMMERCE,  
WASHINGTON**

Executive Director

**WOMENS' UNIVERSITY CLUB,  
SEATTLE, WASHINGTON**

Executive Director

**WHEAT RIDGE 2020, COLORADO**

Executive Director



# CONTRACT AMENDMENT

Materials Management  
Procurement  
8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P06-0054** Page 1 of 1  
Description: Human Resources Executive Search Services  
Amendment No: One (1) Date: 05/07/07

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 8/31/07.

**Contract Term: 9/1/07 to 8/31/08**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature

6.1.07

Date

Tara Adams, President

Typed Name and Title

Adams Consulting Services

Company Name

9305 NE 191<sup>st</sup> St.

Address

Bothell

City

WA

State

98011

Zip Code

Attested by:

Mary Jo Kief, City Clerk

Requested by:

Recommended by:

**William L. Emerson, Assistant City Attorney**

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

6.25.07, 2007, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

For



CC Number

ACON 35306A

Contract Number:

Official File

CON

35306A



# CONTRACT AMENDMENT

Materials Management

Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **P06-0054**

Page 1 of 2

Description: Human Resources Executive Search Services

Amendment No: Two (2)

Date: 11/26/08

Buyer: Lisa Houg, CPPB

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 09/01/08 to 08/31/09.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

*Tara Adams* 12.10.08  
Signature Date

Tara Adams, President  
Typed Name and Title

Adams Consulting Services  
Company Name

9305 NE 191<sup>st</sup> St.  
Address

Bothell  
City

WA  
State

98011  
Zip Code

Attested by:

*Mary Jo Kief*  
Mary Jo Kief, City Clerk

*Bobbie Kemellon*  
Requested by:

*Lisa Houg*  
Recommended by:

Ellen Van Riper, Assistant City Attorney

*Ellen M*  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
12/30/08, at Peoria, Arizona.

*Herman F. Koebergen*  
Herman F. Koebergen, Materials Manager



CC Number

ACON35306B  
Contract Number:

Official File

City Seal



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P06-0054** Page 2 of 2  
Description: Human Resources Executive Search Services  
Amendment No: Two (2) Date: 11/26/08

Buyer: Lisa Houg, CPPB

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

- 19. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
- 32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



Page 2 of 2



DECEMBER 10, 2008

Fire Policy Status

ADDL INSURED - SECTION II  
CITY OF PEORIA ARIZONA  
8401 W MONROE ST  
PEORIA AZ 85345-6560

ADDL INSURED - SECTION II  
CITY OF SEATTLE OPM  
ATTN: JULIE TOBIN  
PO BOX 94745  
SEATTLE WA 98124-4745

ADDL INSURED - SECTION II  
CITY OF BELLINGHAM  
COMMUNITY DEVELOPMENT  
210 LOTTIE ST  
DIVISION  
BELLINGHAM WA  
9822540 09

Prem adj: YRBUS \$ 15 /RENYR \$ 29  
CHR C 20.0%

Move-in: 0  
Entry: AUG-09-01  
FMP seg: 99

PROPERTY LOCATIONS

LOC	CMPX	ADDRESS	STCLS	BLD AMT	CONTENTS	PREMIUM	EXPOSURE	LIABILITY	PREMIUM
								LIMIT	
001	820	9305 NE 191ST ST			6500	99	BOTHELL WA 98011	1000000	49