



# CONTRACT AMENDMENT

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Avenue  
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: Three (3) Date: 07/02/10

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/31/10. **LAST YEAR OF CONTRACT.**

**THE NEW CONTRACT TERM: 9/1/10 to 8/31/11**

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

*Paul Kimura* 7/29/10  
Signature Date

Paul Kimura, Principal  
Typed Name and Title

Avery Associates  
Company Name

3 1/2 N. Santa Cruz Ave. #A  
Address

Los Gatos  
City

CA  
State

95030  
Zip Code

Attested by:

*Shonda Simmons*

Mary Jo Waddell, City Clerk

*Wynette Reed*

Requested by: Wynette Reed, Human Resources Director

*Lisa Houg*

Recommended by: Lisa Houg, Contract Officer

**Elen Van Riper, Assistant City Attorney**

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

The above referenced Contract Amendment is hereby Executed  
8-11, 2010, at Peoria, Arizona.

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



City Seal

CC Number

ACON 35406C

Contract Number:

Official File

A CON 35406C



# 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

Date: 06/25/09

Amendment No: Two (2)

Buyer: Lisa Houg

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 09/01/09 to 08/31/10.**

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.

Paul Kimura      7/31/09  
Signature                      Date

Paul Kimura, Principal  
Typed Name and Title

Avery Associates  
Company Name

3 1/2 N. Santa Cruz Ave., #A  
Address

Los Gatos  
City

CA  
State

95030  
Zip Code

Attested by:

Mary Jo Kief  
Mary Jo Kief, City Clerk

[Signature]  
Requested by:

Lisa Houg  
Recommended by:

CC Number

ACON 35406B

Contract Number:

Official File



City Seal

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

The above referenced Contract Amendment is hereby Executed July 31 2009 at Peoria, Arizona.

[Signature]  
Herman F. Koebergen, Materials Manager



# 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 06/25/09

Buyer: Lisa Houg

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.



# 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: 06/17/08

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 8/31/09**

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

Paul Kimura 6/17/08  
Signature Date

Paul Kimura, Principal  
Typed Name and Title

Avery Associates  
Company Name

3 1/2 N. Santa Cruz Ave. #A  
Address

Los Gatos  
City

CA  
State

95030  
Zip Code

Attested by:

Mary Jo Kief  
Mary Jo Kief, City Clerk

Bobbie Kimelton  
Requested by: Bobbie Kimelton, Human Resources Manager

Lisa Houg  
Recommended by: Lisa Houg, Contract Officer



CC Number

ACON 35406A

Contract Number:

Official File

City Seal

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

The above referenced Contract Amendment is hereby Executed  
8/8/08, 2008, at Peoria, Arizona.

Herman F. Koebergen  
Herman F. Koebergen, Materials Manager

**A CON 35406A**

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: N/A

For clarification of this offer contact:  
Name: BILL AVERY OR PAUL KIMURA

Federal Employer Identification Number: 95-4001710

Telephone: 408 399-4424 Fax: 408 399-4423

AVERY ASSOCIATES  
Company Name

Wm Avery  
Authorized Signature for Offer

3 1/2 N. SANTA CRUZ AVE #A  
Address

BILL AVERY  
Printed Name

LOS GATOS CA 95030  
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:  
Mary Jo Kief  
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: Aug 24, 2006

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



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

Stephen M. Kemp, City Attorney

Contract Number:  
ACON 35406

Contract Awarded Date August 23, 2006

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

Terrence L. Ellis, City Manager

**CERTIFICATE OF INSURANCE**



- STATE FA FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder WILLIAM AVERY & ASSOCIATES  
 Address of policyholder 3 1/2 N. SANTA CRUZ AVE. SUITE A LOS GATOS, CA 95030  
 Location of operations MANAGEMENT CONSULTANTS  
 Description of operations VARIOUS

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		
97-B4-0302-0	Comprehensive Business Liability	Continuous 11/02/2005	Renewal 11/02/2006	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:		<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input checked="" type="checkbox"/> Explosion Hazard Coverage <input checked="" type="checkbox"/> Collapse Hazard Coverage <input checked="" type="checkbox"/> non owned auto <input type="checkbox"/>		Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 4,000,000
				Products - Completed Operations Aggregate	\$ 4,000,000
EXCESS LIABILITY		POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
<input type="checkbox"/> Umbrella <input type="checkbox"/> Other		Effective Date	Expiration Date	Each Occurrence	\$
				Aggregate	\$
Workers' Compensation and Employers Liability				Part 1 STATUTORY Part 2 BODILY INJURY	
				Each Accident	\$
				Disease Each Employee	\$
				Disease - Policy Limit	\$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

Amount of Contract: PER JOB  
 Length of Contract: On going

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

CITY OF PEORIA  
 8401 WEST MONROE STREET  
 PEORIA, AZ 85345

*[Signature]*  
 Signature of Authorized Representative  
 AGENT 09/19/06  
 Title Date

Agent's Code Stamp

AFO Code **P DRIVER III 05-2207**  
**W SILICON VALLEY F155**



FE-6609

Policy No.: 97-B4-0302-0

Eff: 11/02/05 to 11/02/06

**SECTION II ADDITIONAL INSURED ENDORSEMENT**

Policy No.: 97-B4/0302-0

Named Insured: **William Avery & Associates**  
**3 1/2 N. Santa Cruz Ave. Suite A, Los Gatos, CA 95030**

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Name of Additional Insured (include address)

**CITY OF PEORIA**  
**8401 WEST MONROE STREET**  
**PEORIA, AZ 85345**

**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 as 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 provisions of the policy apply.

FE-6609

Printed in U.S.A.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/19/2006

PRODUCER (800)524-7024 FAX 0)524-4013  
Automatic Data Processing Insurance Agency, Inc  
1 ADP Boulevard  
Roseland, NJ 07068

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED William Avery & Associates Inc.  
3 1/2 N. Santa Cruz Ave.  
Suite A  
Los Gatos, CA 95030

### INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Employers Compensation Ins. Co.  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA AGG	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	ADP316633-04	06/30/2006	06/30/2007	X WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Job Reference: Executive Search

### CERTIFICATE HOLDER

City of Peoria  
Lisa Houg  
8401 West Monroe St.  
Peoria, AZ 85345

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPDSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard Gossett/ VERONICA O.

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

California State Automobile Association  
 Inter-Insurance Bureau  
 150 Van Ness Avenue  
 P.O. Box 429186  
 San Francisco, CA 94142-9186

# Automobile Policy Declarations

Please keep with your policy.  
 See Important Notice on reverse.

For questions or changes call: 1-800-922-8228

1. NAME AND ADDRESS OF INSURED

AVERY WILLIAM H AND BARBARA S  
 14917 VINE ST #CA  
 SARATOGA CA 95070-6338



POLICY INFORMATION	DECLARATIONS TYPE	PAGE
	Amended Declarations	1 of 1
	POLICY TYPE	PROCESS DATE
	Member	07-26-2006
	POLICY NUMBER	INSURED SINCE
	A6-86-38-4	1973
Your Policy Period	FROM	12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declarations, not prior to the time coverage change was requested.
	07-25-2006	
	TO	12:01 A.M. Standard Time at the address of the Named Insured.
	07-21-2007	

ALTERNATE ADDRESS	OCCUPATION	ALTERNATE NUMBER	TELEPHONE NUMBER
3 1/2 SANTA CRUZ, LOS GATOS		399-4424	867-2292

VEHICLE(S)	ITEM	MAKE	MODEL YR.	BODY TYPE	VEHICLE IDENTIFICATION NUMBER	DRIVER(S)	NAME
	03	LINCO	2003	4D WAG	5LMEU78H03ZJ49837	Drivers do not necessarily correspond to principally operated vehicles.	WILLIAM BARBARA SAMUEL
	04	CADIL	2005	4D SED	1G6DN56S850214852		
	05	FORD	2005	4D SED	1FAHP38Z55W125153		

COVERAGES/PREMIUMS	COVERAGE	LIABILITY LIMITS		ITEM 03		ITEM 04		ITEM 05		ITEM	
		EACH PERSON	EACH OCCURRENCE	DEDUCT.	PREMIUM	DEDUCT.	PREMIUM	DEDUCT.	PREMIUM	DEDUCT.	PREMIUM
	Bodily Injury	500,000	1,000,000						\$139-		
	Medical Payments	5,000							\$11-		
	Uninsured Motorists	500,000	1,000,000						\$18-		
	Property Damage		500,000						\$87-		
	Comprehensive Actual Cash Value Less Deductible			100		100		100	\$50-		
	Collision Actual Cash Value Less Deductible			500		500		500	\$292-		
	All Risks Actual Cash Value Less Deductible			No Coverage		No Coverage		No Coverage			
	TOTAL PREMIUM PER VEHICLE ▶								\$597-		

<b>Automobile Death Benefits</b>	EXPLANATION OF LIMIT CODES	A=\$15,000 first named insured. B=\$15,000 each first named insured and spouse. C=\$15,000 each additional named insured shown on endorsement F329.	LIMIT CODE	PREMIUM
			B	

<b>Premium Summary</b>	CA Surcharge:	\$0.00	Total Return Premium:	\$597.00
THIS IS NOT A BILL.				

SCHEDULE OF CHANGES	
---------------------	--

ITEM	RATED DRIVER	DRIV SAFETY RECORD	YRS DRIV EXP	EST ANN MI DRIVEN	VEH GARAGE ZIP	VEHICLE USAGE	GENDER	MARITAL	
03	BARBARA	0 PT	38	14,000 MI	95070	Principal	F	M	SEE REVERSE FOR EXPLANATION OF CODES.
04	WILLIAM	0 PT	40	18,000 MI	95070	Business	M	M	
05	SAMUEL	0 PT PT	2	11,000 MI MI	95070	Principal	M	S	

Enhanced Transportation Expense Coverage: Item(s) 03, 04, 05.  
 DISCOUNTS: Mature Driver: None. Student: Item(s) 05.  
 Good Driver: Item(s) 03, 04. New Driver: Item(s) 05.  
 Multi Policy HO3 Homeowners: Item(s) 03, 04, 05.  
 Multi Car: Item(s) 03, 04, 05.

SS PAYEE(S)	ITEM 04	GMAC ISAOA PO BX 650100 HUNT VALLEY 21065	ITEM	
		MD		
	ITEM		ITEM	

Office Use Only	
03K54PFM43	08 38 06 8 14
04J54BMM50	08 40 07 3 18
05L54PMS24	0F 02 02 A 11



# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MG  
AVEW-01

DATE (MM/DD/YYYY)  
09/14/06

PRODUCER  
The J. Morey Co., Inc.  
License #: 0655907  
168 E. Jackson St. #1  
San Jose CA 95112  
Phone: 408-280-5551 Fax: 408-280-1368

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
  
William Avery & Associates  
3 1/2 N. Santa Cruz Ave, #A  
Los Gatos CA 95030

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Landmark American Ins Co</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		<b>A Errors &amp; Omissions</b>	<b>LHA805445</b>	<b>04/04/06</b>	<b>04/04/07</b>	<b>Claims Made</b>	<b>1,000,000 10,000 ded</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Proof of Insurance. \*10 days notice of cancellation for nonpayment of premium.**

## CERTIFICATE HOLDER

PEOCI01

City of Peoria  
8401 West Monroe St  
Peoria AZ

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30\*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





# 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  
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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  
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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  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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

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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.



## SPECIAL TERMS AND CONDITIONS

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Fax: (623) 773-7118

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.
- 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.
  - 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:**
- 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.
  - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - 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

Solicitation Number: **P06-0054**

### Materials Management Procurement

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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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## Materials Management Procurement

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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  \_\_\_\_\_.

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

May 26, 2006

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



Dear Ms. Houg:

Thank you for the opportunity to submit our proposal in consideration for executive recruitment services for the City of Peoria. We feel well suited to fulfill your executive search requirements based on our track record of successful recruitments, our service approach, and overall recruitment expertise.

Avery Associates is a San Francisco Bay Area based consulting firm, which specializes in Executive Search and Labor Relations consulting. While we often conduct national recruitments, the majority of our business base is in the western states. Our home office is located in Los Gatos, California, a suburb of San Jose. Our company was incorporated in 1982, with a primary emphasis on labor relations. In 1997, the firm started a search practice with a focus in both the private and public sectors. During the high technology "meltdown" in 2000, we shifted our recruitment focus exclusively to public sector recruitment and an occasional not-for-profit assignment. Since that time, our recruitment practice has evolved into one of California's leading municipal executive search entities. During the past three years, we have completed between 40-50 executive recruitments annually.

We take great pride in our ability to provide our clients with positive recruitment service and exceptional results. We would be honored to include the City of Peoria among our clients and are confident you will be pleased with the results and service level from our executive search services. Please be assured that Avery Associates submits this proposal of executive search services with both the commitment and ability to perform all of the services described in this document.

Following your review of this proposal, it is our hope that our knowledge and background in municipal recruitment and in your specific recruitment needs will provide the basis for positive consideration of our firm. This proposal of recruitment services contains the following information:

- Statement of understanding regarding scope of work
- Approach and methodology to accomplish the scope of work
- Experience and projects completed
- Staff assignments and experience
- Fee schedule
- Proposed work plan including estimated time lines
- Overall firm and staff work load

William Avery & Associates  
Management Consultants  
3½ N. Santa Cruz Ave. Suite A  
Los Gatos, CA 95030  
408.399.4424  
Fax: 408.399.4423

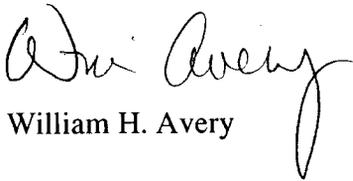
Individuals authorized to approve contracts are on behalf of Avery Associates are:

Bill Avery  
3 ½ N. Santa Cruz Ave. #A  
Los Gatos, CA 95030  
(office) 408 399-4424  
(cell) 408 472-7873  
(email) bill@averyassoc.net  
(fax) 408 399-4423

Paul Kimura, Principal  
3 ½ N. Santa Cruz Ave. #A  
Los Gatos, CA 95030  
(office) 408 399-4424  
(cell) 408 472-7936  
(email) paulk@averyassoc.net  
(fax) 408 399-4423

We are truly excited about the opportunity to partner with the City of Peoria in supporting your executive recruitment needs. Please be assured that Avery Associates submits this proposal of executive search services with the commitment to honor all estimated base recruiting costs for a period at least one year from this date. If you have any questions regarding our services or this proposal, please do not hesitate to call Paul or me.

Sincerely,



William H. Avery

WHA:jmc



## **I. Statement of Understanding**

As a general all purpose executive recruitment firm, Avery Associates handles recruitments at the senior levels in all areas of municipal management. Our collective background includes executive experience in the public sector and extensive experience in municipal recruitment. We understand the scope and nature of the project and services required by the RFP and are confident of our ability to successfully meet the recruitment needs of the City of Peoria. Our proposal for recruitment services is effective for ninety (90) days following our date of submission.

Avery Associates is a Los Gatos, California based Management Consulting firm incorporated in 1982. We specialize in Executive Search and Human Resources/ Management Consulting. Our firm currently has two Principals and several key Consultants. Bill Avery heads the Firm and the Management/Labor Relations practice in addition to participating in key searches. Paul Kimura is the Principal who oversees the Search and Recruitment practice. Ann Slate, Cris Piasecki and Gary Rogers form the core recruitment team for the firm. Jackie Collins, Leah Jakusovszky and Anne Matteini handle administrative support.

## **II. Approach and Methodology to Accomplish the Scope of Work**

### **A. Development of Candidate Profile and Organizational Assessment**

The initial assessment phase is a critical component of our search process. Our project lead will meet with the key decision makers and if appropriate, key stakeholders, to discuss the organizational needs, ideal candidate attributes, and position requirements and to formalize the job description. Our goal for this aspect of the recruitment process is to:

- Understand the City and community priorities for the position.
- Develop a clear understanding and consensus on the expertise, experience, education, performance attributes and operational style of the ideal candidate for the position.
- Discuss the goals, objectives, deliverables, and challenges related to this position.
- Gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- Identify the compelling aspects to the position being recruited.

The formal position description and a subsequent ideal candidate profile would be developed from the above discussions and incorporated into the formal position



announcement. The candidate profile is also utilized in various other means as a marketing tool, for advertising copy, postings, and for other announcements.

#### B. Development of the Search Strategy & Outreach to Potential Candidates

The search strategy is developed in conjunction with the organizational assessment. The final approach is based on your input and considerations during the assessment activity. In all cases, we feel it is critical to develop a high level of visibility with a comprehensive outreach program supplemented by a focused targeted recruitment approach. We would incorporate the following elements into this search:

- Development and contact of a targeted candidate list based on our extensive database of current recruitment contacts, referrals and recommendations from key sources and other current and former incumbents or related personnel who have extensive contacts and networks in each of the areas.
- Job postings on Internet-based job boards, association-based web sites that are unique to specific disciplines and/or to the public sector in general.
- Original research, which consists of identification and contact of current incumbents or other candidates who meet the various profile, but are not actively seeking other employment. This is the crux of our direct and aggressive phone and email outreach approach. It's our experience that despite extensive mailing, postings and announcements, many will not know of a position being available.
- Print advertising in various periodicals related to the public sector or to these disciplines. Regular distribution magazines such as WESTERN CITY in California or JOBS AVAILABLE magazine get a high degree of visibility.
- Development and distribution of the comprehensive position announcement to various city, county, and state departments, as well as agencies throughout the state and country.

Reaching out to ethnically based or gender based organizations via email campaigns and/or direct mail and phone outreach. Additionally, we seek out our prior placements that are people of color or female in attempting to develop a diverse candidate pool.

#### C. Candidate Assessment and Screening

Our assessment process involves several "tiers" of evaluation. All candidates responding to this position will initially be evaluated based on their resume and if appropriate, an extensive phone "screening" by a firm Consultant. Candidates



who pass the initial “qualifying” criteria are then scheduled for a formal interview with the Principal in charge of the project. These extended personal interviews typically take one hour and a thorough discussion of their experience, accomplishments, management philosophy and interpersonal style takes place. Those individuals who appear to best fit the position requirements will have two initial reference interviews conducted. These reference interviews are documented. Finally, the Principal who conducted the formal interview will develop a written candidate assessment based on the interview.

D. Candidate Presentation

Upon completion of formal interviews, a selection of candidates for presentation is made. We feel our extensive qualification, interview, and reference interviewing process and the knowledge gained during our initial assessment period will enable our client to gain a comprehensive insight to the recommended candidates.

The final candidates are presented in our candidate presentation “book”. Each finalist will have a file consisting of a candidate summary sheet, a resume, the candidate assessment report (based on the formal interview), and two candidate reference interviews. Candidate summary sheets for everyone else who submitted a resume will also be included. This provides the client insight as to the level and nature of response for their position.

E. The Final Interview Process

Once the final candidate interview group is identified, we will assist in the structuring of the interview process and coordinate the interview scheduling activity. Our firm will develop final interview questions and will also provide candidates with guidance related to travel planning and hotel accommodations, as well as other interview planning issues. Generally, the client will secure the interview panelists for this phase of the evaluation. We can assist with development of the logistics and development of interview questions.

We will attend the final interviews to observe and to actively facilitate the consensus deliberation upon completion of these interviews. Prior to or consistent with the final decision, our firm will also arrange for completion of a summary background evaluation on the City’s final one or two candidates.

F. Appointment, Position Closure and Follow-Up

Based on the firm’s experience in human resource management and executive search, we are able to assist our clients in formulating appropriate compensation and other employment arrangements. We will be available throughout our



retention to assist in this process. This includes negotiating the terms and conditions of employment.

As a matter of policy, Avery Associates monitors the transition and progress of any executive we place with a client. Within the first three to six months following the hired individual joining the City, we will speak with that individual to ensure the transition has effectively occurred. During the same period we will also review the individual's status with your office.

### III. Experience and Projects Completed

#### Human Resources

Human Resources Director  
Deputy Director of Employee Services  
Human Resources Administrator  
  
Director of Human Resources  
Director of Human Resources  
Director of Human Resources

#### Client

City of Santa Cruz  
City of Lancaster  
City of Riverside  
City of San Luis Obispo  
City of Newport Beach  
City of San Leandro  
City of San Jose  
Los Angeles County Dept of  
Children and Family Services  
County of San Bernardino  
County of Fresno  
County of Sonoma

#### Finance

Administrative Services Director  
Deputy Finance Director  
Financial Services Director  
Finance Director  
Director of Administrative Services  
Finance and Operations Officer  
Finance/Administration Director  
Finance Director  
Administrative Director  
Finance Director  
City Controller  
Administrative Services Director  
Chief Financial Officer  
  
Finance Director  
Finance Director  
Finance Director  
City Treasurer

#### Client

City of Dublin  
City of Thousand Oaks  
City of Oceanside  
City of Oxnard  
City of Santa Rosa  
First 5, Monterey County  
Town of Los Gatos  
City of San Ramon  
City of Union City  
City of Santa Clara  
City of Culver City  
City of Santa Clarita  
East Bay Regional Parks  
District  
City of Encinitas  
City of Fort Bragg  
City of Palmdale  
City of Culver City



**Public Works**

Deputy Public Works Director  
Public Works Director  
Public Works Director  
Director of Public Works  
Public Works Director  
Public Works Director  
Public Works Director  
Director of Public Works and Parks  
Town Engineer  
Deputy Public Works Director  
Director of Engineering Services  
Assistant Public Works Director  
Public Works Field Operations Manager

**Client**

City of Modesto  
County of Inyo  
City of Bishop  
City of Pomona  
City of Los Altos  
City of Santa Rosa  
City of Lathrop  
Town of Los Gatos  
Town of Los Gatos  
City of Morgan Hill  
City of Encinitas  
City of San Leandro  
City of Riverside

**Community Development**

Asst. Community Development Director  
Community Development Director  
Community Development Director

**Client**

Town of Los Gatos  
City of San Ramon  
City of Culver City

**City Management**

Deputy City Manager  
City Manager  
Deputy City Manager  
Asst City Manager  
Town Manager  
Asst City Manager

**Client**

City of Fremont  
City of Redding  
City of Lodi  
City of Camarillo  
City of Reedley  
City of Pismo Beach  
City of Avalon  
City of Vallejo  
City of Gonzales  
City of San Marino  
City of Sanger  
Town of Los Gatos  
City of Riverside

**Public Safety**

Police Chief  
Police Chief  
Police Chief  
Deputy Fire Chief  
Police Chief  
Police Chief

**Client**

City of Visalia  
City of Pleasant Hill  
City of Arroyo Grande  
City of Woodland  
City of Winters  
City of Gonzales



**Public Safety**

**Client**

Police Chief	City of Napa
Police Chief	City of Pomona
Fire Chief	City of Culver City
Police Chief	City of Beverly Hills
Chief of Police	City of Culver City
Police Chief	City of Chowchilla
Police Chief	City of Santa Rosa
Fire Chief	City of Fresno
Assistant Police Chief	City of Riverside
Police Chief	City of Albany
Fire Chief	City of Redwood City
Fire Division Chief	City of Gilroy
Fire Chief	City of San Luis Obispo -
Police Chief	City of Gilroy
Fire Chief	City of Fairfield
Police Chief	City of San Luis Obispo

**IV. Staff Assignments and Experience**

Bill Avery and Paul Kimura are the two firm Principals who will lead the Avery project team. Their professional profiles are attached as part of this proposal. The senior recruiters include Ann Slate, Gary Rogers, and Cris Piasecki. Senior recruiters assist in the development of the search strategy, conduct the majority of the outreach effort and as needed will assist in the qualifying of candidates for interview, development of candidate assessments, and completion of reference interviews. Ms. Slate is formerly the HR director for the City of San Luis Obispo; Mr. Rogers is the former HR director for the Town of Los Gatos; and Ms. Piasecki is a former recruitment director in the high technology field. Due to the timing variations of a recruitment cycle, our recruiters are able to provide dedicated support to several assignments simultaneously. The professional profiles of Mr. Avery and Mr. Kimura are attached.

**V. Fee Schedule for Recruitment Services**

Avery Associates bids its services based on a Professional Services Project Fee and an out-of-pocket not-to-exceed expense budget. Our pricing proposal is based on several factors; the nature of the position being recruited and the national or local nature of the recruitment. Based on the services described in our proposal, our fees are as follows:



<u>Position</u>	<u>Professional Services Fee</u>	<u>Expenses</u>
City Manager, City Attorney (Appointed by Council)	\$17,900	\$8,500
Department Head	\$16,400	\$7,500
Deputy/Asst Dept Head	\$15,900	\$7,500

Normal and direct out-of-pocket expenses associated with the search are charged back to the client. We charge actual expenses and do not "mark up". Expenses related to the search include print and website advertising costs, clerical time, supplies, printing, telephone, postage, background checks and all consultant travel for local and out-of-area candidate interviews. This expense limit is all-inclusive and would cover all of our costs, including travel, associated with the searches.

#### **VI. Work Plan and Task Schedule**

<u>Activity</u>	<u>Hours Required</u>	
Initial client meeting to identify and develop specifications	3	week 1
Develop job announcement & secure related materials from client	5	week 3
Advertising developed and website postings	6	week 4
Print and distribute job announcement	5	week 5
Outreach period	40	week 6-10
Interview/Assessment/evaluation/referencing of candidates	40	week 11-13
Candidates presented and discussed with clients	2	week 14
Final interviews	8	week 15-16
Offer extended		week >16

#### **VII. References**

City of San Jose - Mark Danaj, Director of Employee Services.  
Phone: (408) 494-0059 (cell)

Town of Los Gatos – Joe Pirzynski, Vice Mayor.  
Phone: (408) 356-3024



Town of Los Gatos – Debra Figone, Town Manager.  
Phone: (408) 354-6837

City of Los Angeles - Gloria Sosa, Director of Executive Recruitment.  
Phone: (213) 847-9076

City of Los Angeles - Patricia Francisco, Director of Human Resources for the CRA.  
Phone: (213) 977-1630

City of Corona (pop 168,000) - Laurie LoFranco, Director of Human Resources.  
Phone: (951) 736-2208

City of Lancaster (pop 135,000) - Robert LaSala, City Manager.  
Phone: (661) 723-6006

City of Boulder, CO - Christine Andersen, former client now Director of Public Works,  
City of Long Beach.  
Phone: (562) 570-6641

City of Olympia, WA - Michael Mucha, Director of Public Works.  
Phone: (360) 753-8426

City of Livermore - Steve Harman, Director of Human Resources.  
Phone: (925) 960-4115

### **VIII. Samples of Recent Recruitments**

Enclosed as attachments are job announcements for the positions of: CEO Community Redevelopment Agency for the City of Los Angeles; Executive Director of the City of San Jose Redevelopment Agency and; the Director of the Resource Management Agency for the County of Monterey.

### **Guarantees and Ethics**

Whenever William Avery & Associates, Inc. is retained, we make several guarantees and commitments to a client. Due to our experience, knowledge and success within the management consulting field, we assure a client that we will only present candidates who meet a substantial majority of the ideal qualifications that you have outlined. We are also committed to continue our search efforts until a successful candidate is employed.

It is also our practice to replace a candidate who may voluntarily resign during the first year of his/her employment. This same commitment applies if the client finds it necessary to terminate or to request the resignation of the selected individual in the first year for reasons which would have precluded his/her employment had they been known at the time employment started. In either case, we invoice a client only for out-of-pocket expenses incurred in identifying a replacement.



# Avery Profile

## William Avery

William Avery founded his successful management consulting firm in 1981. He has directed William Avery & Associates in service as a Labor Relations and Executive Search consultancy, serving personally as a chief negotiator, trainer, and representative in grievance and disciplinary matters.

A specialist and widely recognized expert in employer-employee relations, he has served as a City Manager (Los Gatos) and Assistant City Manager. While City Manager, he was President of the Santa Clara County City Manager's Association and Chair of the County Employee Relations Service.

Bill has lectured at De Anza College, San Jose State University, and Stanford University, and regularly makes presentations for the League of California Cities, CALPELRA, and other public sector organizations.

Building on his personal track record of success, he expanded the firm's focus to include increased emphasis on public and private sector search. He added proven industry professionals with expertise in these areas. The result has been to create an exceptionally strong management consulting firm, now known as Avery Associates, with the expertise to provide the full range of services required for successful public or private sector executive search.

A key measure of the firm's success has been the many long-term relationships that he and his staff have established with clients.

Bill holds B.A. in Political Science and an MPA from San Jose State University, where he was graduated with highest honors.



William Avery & Associates  
Management Consultants

3½ N. Santa Cruz Ave, Suite  
Los Gatos, CA 95030

408.399.4424  
Fax: 408.399.4423

# Avery Profile

## Paul Kimura

Paul Kimura brings a unique combination of recruitment and business experience to Avery clients.

Paul is involved in leading both private and public sector professional searches. He has been both a corporate recruitment director and HR director for a number of high technology companies, ranging from Fortune 500 firms such as Novell and National Semiconductor to a Silicon Valley start-up. His proven recruitment and HR generalist skills help him bring forward the best available candidates and properly assess their skills and "fit" with client organizations.

Indeed, many of the recruitment strategies and tactics incorporated into the Avery search process are a direct result of Paul's extensive recruitment experience in the high technology industry.

Paul has been a successful HR consultant, guiding clients through all aspects of Human Resources functions — compensation & benefits, employee and management training, performance management, and termination issues.

He is skilled in areas such as strategic planning, executive coaching, separation negotiation, and organizational assessment and design. It's another service that Avery Associates is able to offer its clients because of the unique background of its principals — and Paul's extended skill set in Human Resources underscores the fact that Avery professionals "have been there" and understand your needs from a personal perspective.

Paul holds a B.S. degree in Business Administration from San Jose State University. He is active in professional HR organizations and in the community, where he has worked with a number of education, youth service, civic, business, and cultural organizations.

"Just as Avery looks to form long-lasting relationships with its clients, I believe in making the same commitments within my community."



William Avery & Associates  
Management Consultants

3½ N. Santa Cruz Ave., Suite  
Los Gatos, CA 95030

408.399.4424  
Fax: 408.399.4423

Merge ID: 34592  
Record ID: 41387

Muni Information:

Doc Reference Code: REC  
Doc Reference Desc: OFFICIAL RECORDS  
Document Date: 8/23/2006  
Item Reference:  
Action Code: A  
Action Description: ACTIVE  
Brief Description: CON HUMAN RESOURCES EXECUTIVE SEARCH / AVERY ASSOCIATES

Keywords

ACON35406, P06-0054, HUMAN RESOURCES EXECUTIVE SEARCH SERVICES, AVERY ASSOCIATES, HUMAN RESOURCES EXECUTIVE SEARCH SERVICES,

General Tab

Expiration Date:  
Continued Date:  
File Reference Number: 07254  
Name Referred:  
Security Class: PR

Abstract

Record Mgmt

Retention Code: 105  
Retention Code Desc: 1 YR ACTIVE, 5 YRS INACTIVE  
Status:  
Storage Media:  
Storage Location: RIM  
Location Reference: 07254  
Active Month: 12  
Inactive Month: 60  
Permanent Record: 0

Additional Info

Creation Date: 8/29/2006 11:23:09 AM  
Creation User: MIRIAMA  
Last Modified Date: 8/29/2006 11:27:36 AM  
Last Modified User: MIRIAMA  
Master ID:

Database Reference Only

Action Code ID: 1  
Retention Code ID: 5  
CalcuFromExp: 0

Check Out History



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
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: Four (4) Date: 08/15/11

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/31/11.

The contract is being extended on a month-to-month basis not to exceed six (6) months or February 29, 2012.

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

Paul Kimura 8/19/11 Paul Kimura, Principal Avery Associates  
Signature Date Typed Name and Title Company Name

3 1/2 N. Santa Cruz Ave. #A Los Gatos CA 95030  
Address City State Zip Code

Attested by:  
Wanda Nelson

Wanda Nelson, City Clerk



City Seal

CC Number

ACON 35406D

Contract Number:

Official File

Wynette Reed  
Director, Wynette Reed, Human Resources Director

Carol Johnson  
Dept. Rep: Carol Johnson, Employment Services Supervisor

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

The above referenced Contract Amendment is hereby Executed  
August 31, 2011, at Peoria, Arizona.

Dan Zenko  
Dan Zenko, Materials Management Supervisor

A CON 35406D



CONTRACT AMENDMENT

Materials Management Procurement 9875 N. 85th Avenue 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: Three (3) Date: 07/02/10

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 8/31/10. LAST YEAR OF CONTRACT.

THE NEW CONTRACT TERM: 9/1/10 to 8/31/11

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

Signature: Paul Kimura Date: 7/29/10 Typed Name and Title: Paul Kimura, Principal Company Name: Avery Associates

Address: 3 1/2 N. Santa Cruz Ave. #A City: Los Gatos State: CA Zip Code: 95030

Attested by:

Signature: Rhonda Simmons City Clerk

Requested by: Wynette Reed, Human Resources Director

Recommended by: Lisa Houg, Contract Officer

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

The above referenced Contract Amendment is hereby Executed 8-11, 2010, at Peoria, Arizona.

Signature: Herman F. Koebergen, Materials Manager



City Seal

CC Number: ACON 35406C Contract Number: Official File

A CON 35406C



# 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: 06/25/09

Buyer: Lisa Houg

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 09/01/09 to 08/31/10.**
- 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.

	7/31/09	Paul Kimura, Principal	Avery Associates
Signature	Date	Typed Name and Title	Company Name
3 1/2 N. Santa Cruz Ave., #A	Los Gatos	CA	95030
Address	City	State	Zip Code

Attested by:

Mary Jo Kief, City Clerk

Requested by:

Recommended by:

CC Number

ACON 35406B  
Contract Number:

Official File



City Seal

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

The above referenced Contract Amendment is hereby Executed  
July 31 2009 at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



# CONTRACT AMENDMENT

Solicitation No: P06-0054 Page 2 of 2  
Description Human Resources Executive Search Services  
Amendment No Two (2) Date 06/25/09

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

Buyer: Lisa Houg

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.



# 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: 06/17/08

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 8/31/09**

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

Paul Kimura 6/17/08  
Signature Date

Paul Kimura, Principal Avery Associates  
Typed Name and Title Company Name

3 1/2 N. Santa Cruz Ave. #A  
Address

Los Gatos  
City

CA  
State

95030  
Zip Code

Attested by:

Mary Jo Kief  
Mary Jo Kief, City Clerk

Bobbie Kimelton  
Requested by: Bobbie Kimelton, Human Resources Manager

Lisa Houg  
Recommended by: Lisa Houg, Contract Officer



CC Number

ACON 35406A

Contract Number:

Official File

City Seal

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

The above referenced Contract Amendment is hereby Executed  
8/8/08, 2008, at Peoria, Arizona.

Herman F. Koebergen  
Herman F. Koebergen, Materials Manager

**A CON 35406A**

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: N/A

For clarification of this offer contact:  
Name: BILL AVERY OR PAUL KIMURA

Federal Employer Identification Number: 95-4001710

Telephone: 408 399-4424 Fax: 408 399-4423

AVERY ASSOCIATES  
Company Name

Wm Avery  
Authorized Signature for Offer

3 1/2 N. SANTA CRUZ AVE #A  
Address

BILL AVERY  
Printed Name

LOS GATOS CA 95030  
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:  
Mary Jo Kief  
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: Aug. 24, 2006

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



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

Stephen M. Kemp, City Attorney

Contract Number:  
ACON 35406

Contract Awarded Date: August 23, 2006

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

Terrence L. Ellis, City Manager

**CERTIFICATE OF INSURANCE**



- STATE FA FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder WILLIAM AVERY & ASSOCIATES

Address of policyholder 3 1/2 N. SANTA CRUZ AVE. SUITE A LOS GATOS, CA 95030

Location of operations MANAGEMENT CONSULTANTS

Description of operations VARIOUS

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		
97-B4-0302-0 This insurance includes:	Comprehensive Business Liability	Continuous 11/02/2005	Renewal 11/02/2006	BODILY INJURY AND PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input checked="" type="checkbox"/> Explosion Hazard Coverage <input checked="" type="checkbox"/> Collapse Hazard Coverage <input checked="" type="checkbox"/> non owned auto <input type="checkbox"/>			Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 4,000,000
				Products - Completed Operations Aggregate	\$ 4,000,000
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	<input type="checkbox"/> Umbrella			Each Occurrence	\$
	<input type="checkbox"/> Other			Aggregate	\$
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY	
				Each Accident	\$
				Disease Each Employee	\$
				Disease - Policy Limit	\$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

Amount of Contract: PER JOB  
Length of Contract: On going

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

CITY OF PEORIA  
8401 WEST MONROE STREET  
PEORIA, AZ 85345

Signature of Authorized Representative  
 AGENT 09/19/06  
 Title Date

Agent's Code Stamp

AFO Code **P DRIVER III 05-2207**  
**W SILICON VALLEY F155**



FE-6609

Policy No.: 97-B4-0302-0

Eff: 11/02/05 to 11/02/06

**SECTION II ADDITIONAL INSURED ENDORSEMENT**

Policy No.: 97-B4/0302-0

Named Insured: **William Avery & Associates**  
**3 1/2 N. Santa Cruz Ave. Suite A, Los Gatos, CA 95030**

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Name of Additional Insured (include address)

**CITY OF PEORIA**  
**8401 WEST MONROE STREET**  
**PEORIA, AZ 85345**

**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 as 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 provisions of the policy apply.

FE-6609

Printed in U.S.A.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/19/2006

PRODUCER (800)524-7024 FAX 0)524-4013  
Automatic Data Processing Insurance Agency, Inc  
1 ADP Boulevard  
Roseland, NJ 07068

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Compensation Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED William Avery & Associates Inc.  
3 1/2 N. Santa Cruz Ave.  
Suite A  
Los Gatos, CA 95030

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ ABG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	ADP316633-04	06/30/2006	06/30/2007	<input checked="" type="checkbox"/> WC STATUS TOBY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Job Reference: Executive Search

## CERTIFICATE HOLDER

City of Peoria  
Lisa Houg  
8401 West Monroe St.  
Peoria, AZ 85345

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPDSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard Gossett/ VERONICA O.

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

California State Automobile Association  
 Inter-Insurance Bureau  
 150 Van Ness Avenue  
 P.O. Box 429186  
 San Francisco, CA 94142-9186

# Automobile Policy Declarations

Please keep with your policy.  
 See Important Notice on reverse.

For questions or changes call: 1-800-922-8228

1. NAME AND ADDRESS OF INSURED

AVERY WILLIAM H AND BARBARA S  
 14917 VINE ST #CA  
 SARATOGA CA 95070-6338



POLICY INFORMATION	DECLARATIONS TYPE <b>Amended Declarations</b>		PAGE 1 of 1
	POLICY TYPE <b>Member</b>		PROCESS DATE 07-26-2006
	POLICY NUMBER <b>A6-86-38-4</b>		INSURED SINCE 1973
	Your Policy Period FROM <b>07-25-2006</b> TO <b>07-21-2007</b>		12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declarations, not prior to the time coverage change was requested.  12:01 A.M. Standard Time at the address of the Named Insured.

ALTERNATE ADDRESS <b>3 1/2 SANTA CRUZ, LOS GATOS</b>	OCCUPATION	ALTERNATE NUMBER <b>399-4424</b>	TELEPHONE NUMBER <b>867-2292</b>
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VEHICLE(S)	ITEM	MAKE	MODEL YR.	BODY TYPE	VEHICLE IDENTIFICATION NUMBER	DRIVER(S)	NAME
	03	LINCO	2003	4D WAG	5LMEU78H03ZJ49837	Drivers do not necessarily correspond to principally operated vehicles.	WILLIAM BARBARA SAMUEL
	04	CADIL	2005	4D SED	1G6DN56S850214852		
	05	FORD	2005	4D SED	1FAHP38Z55W125153		

COVERAGES/PREMIUMS	COVERAGE	LIABILITY LIMITS		ITEM 03		ITEM 04		ITEM 05		ITEM	
		EACH PERSON	EACH OCCURRENCE	DEDUCT.	PREMIUM	DEDUCT.	PREMIUM	DEDUCT.	PREMIUM	DEDUCT.	PREMIUM
	Bodily Injury	500,000	1,000,000						\$139-		
	Medical Payments	5,000							\$11-		
	Uninsured Motorists	500,000	1,000,000						\$18-		
	Property Damage		500,000						\$87-		
	Comprehensive Actual Cash Value Less Deductible			100		100		100	\$50-		
	Collision Actual Cash Value Less Deductible			500		500		500	\$292-		
	All Risks Actual Cash Value Less Deductible			No Coverage		No Coverage		No Coverage			
	TOTAL PREMIUM PER VEHICLE								\$597-		

<b>Automobile Death Benefits</b>	EXPLANATION OF LIMIT CODES	A-\$15,000 first named insured. B-\$15,000 each first named insured and spouse. C-\$15,000 each additional named insured shown on endorsement F329.	LIMIT CODE <b>B</b>	PREMIUM
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<b>Premium Summary</b>	CA Surcharge:	\$0.00	Total Return Premium:	\$597.00
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SCHEDULE OF CHANGES	
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ITEM	RATED DRIVER	DRIV SAFETY RECORD	YRS DRIV EXP	EST ANN MI DRIVEN	VEH GARAGE ZIP	VEHICLE USAGE	GENDER	MARITAL	
03	BARBARA	0 PT	38	14,000 MI	95070	Principal	F	M	SEE REVERSE FOR EXPLANATION OF CODES.
04	WILLIAM	0 PT	40	18,000 MI	95070	Business	M	M	
05	SAMUEL	0 PT	2	11,000 MI	95070	Principal	M	S	

Enhanced Transportation Expense Coverage: Item(s) 03, 04, 05.  
 DISCOUNTS: Mature Driver: None. Student: Item(s) 05.  
 Good Driver: Item(s) 03, 04. New Driver: Item(s) 05.  
 Multi Policy HO3 Homeowners: Item(s) 03, 04, 05.  
 Multi Car: Item(s) 03, 04, 05.

ITEM 04	GMAC ISAOA PO BX 650100 HUNT VALLEY 21065	ITEM	MD	
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Office Use Only			
03K54PEM23	08-38	06-8-14	
04L54BMM50	08-40	07-3-18	
05L54PMS24	01-02	02-A-11	



# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MG  
AWEV-01

DATE (MM/DD/YYYY)  
09/14/06

PRODUCER  
The J. Morey Co., Inc.  
License #: 0655907  
168 E. Jackson St. #1  
San Jose CA 95112  
Phone: 408-280-5551 Fax: 408-280-1368

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
  
William Avery & Associates  
3 1/2 N. Santa Cruz Ave, #A  
Los Gatos CA 95030

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Landmark American Ins Co</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
<b>A</b>		<b>Errors &amp; Omissions</b>	<b>LHA805445</b>	<b>04/04/06</b>	<b>04/04/07</b>	<table border="1"> <tr> <td><b>Claims Made</b></td> <td><b>1,000,000</b></td> </tr> <tr> <td></td> <td><b>10,000 ded</b></td> </tr> </table>	<b>Claims Made</b>	<b>1,000,000</b>		<b>10,000 ded</b>				
<b>Claims Made</b>	<b>1,000,000</b>													
	<b>10,000 ded</b>													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Proof of Insurance. \*10 days notice of cancellation for nonpayment of premium.**

### CERTIFICATE HOLDER

PEOCI01

City of Peoria  
8401 West Monroe St  
Peoria AZ

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30\*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*(Signature)*



# 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  
Fax: (623) 773-7118

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.