



CONTRACT AMENDMENT

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

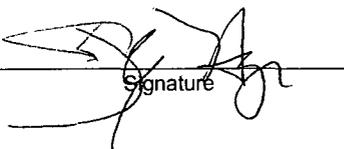
Solicitation No: P06-0054 Page 1 of 1
Description: Human Resources Executive Search Services
Amendment No: Five (5) Date: 7/2/2010

Buyer: Lisa Houg, CPPB

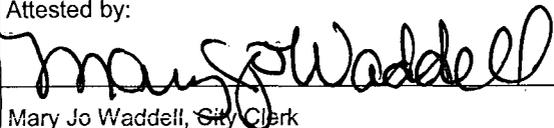
In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 08/31/10. LAST YEAR OF CONTRACT.

THE NEW CONTRACT TERM: 09/01/06 to 08/31/11

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

	<u>7-19-10</u>	Jeff Hoyer, Managing Director	CPS Human Resource Services
Signature	Date	Typed Name and Title	Company Name
<u>241 Lathrop Way</u>		<u>Sacramento</u>	<u>CA</u>
Address		City	State
			<u>95815</u>
			Zip Code

Attested by:



Mary Jo Waddell, City Clerk



City Seal

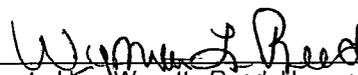
(Rev 02/11/10)

CC Number

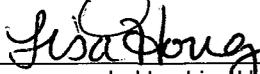
ACON 35506E

Contract Number:

Official File

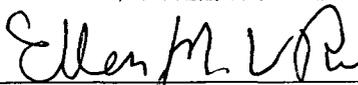


Requested by: Wynette Reed, Human Resources Director



Recommended by: Lisa Houg, Contract Officer

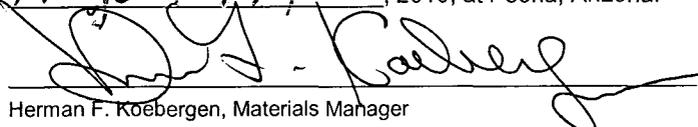
Ellen Van Riper, Assistant City Attorney



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

The above referenced Contract Amendment is hereby Executed

August 17, 2010, at Peoria, Arizona.



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 1 of 1
Description: Human Resources Executive Search Services
Amendment No: Four (4) Date: **07/09/09**

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced new contract term is 9/1/06 to 8/31/10. **CONTRACT EXTENSION THREE**

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

7-9-09
Date

Jeff Hoye,
Managing Director

Typed Name and Title

CPS Human Resource Services

Company Name

241 Lathrop Way

Address

Sacramento

City

CA

State

95815

Zip Code

Attested by:

Mary Jo Kief, City Clerk

Requested by: Lyman Locket, Human Resources Manager

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
July 24 2009, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON 35506D

Contract Number:

Official File



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: 11/26/08

Amendment No: Three (3)

Buyer: Lisa Houg, CPPB

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 09/01/06 to 08/31/09.**

B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

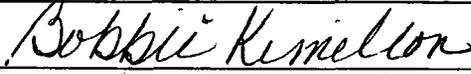
Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S.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

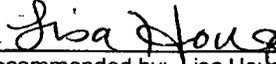
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

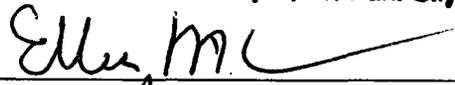
 Signature	<u>1-12-09</u> Date	<u>Jeff Hoyer, Managing Director</u> Typed Name and Title	<u>CPS Human Resource Services</u> Company Name
<u>241 Lathrop Way</u> Address	<u>Sacramento</u> City	<u>CA</u> State	<u>95815</u> Zip Code

Attested by:

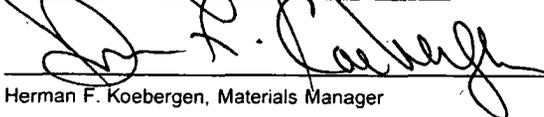

Mary Jo Kief, City Clerk


Requested by: Bobbie Kimelton, Human Resources Manager

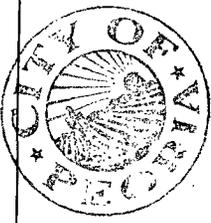

Recommended by: Lisa Houg, Contract Officer

Elen Van Ripper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
02/10/09 at Peoria, Arizona.


Herman F. Koebergen, Materials Manager

A CON 35506C



City Seal



CONTRACT AMENDMENT

Solicitation No: **P06-0054** Page 2 of 2
Description: Human Resources Executive Search Services
Amendment No: Three (3) Date: 11/26/08

Materials Management Procurement

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

Buyer: Lisa Houg, CPPB

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

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

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

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

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

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

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

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

7254



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: Executive Search Services
 Amendment No: Two (2) Date: 09/28/07

Buyer: Lisa Houg, CPPB

P06-0054, ACON35506 is being amended to add the attached Fee Schedule to the contract effective immediately. All other terms of the contract remain unchanged.

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

Jeff Hoye Signature 10-2-07 Date Jeff Hoye, Managing Director Typed Name and Title CPS Human Resource Services Company Name

241 Lathrop Way Address Sacramento City CA State 95815 Zip Code

Attested by:

Mary Jo Kief
 Mary Jo Kief, City Clerk

Sarah Stewart
 Requested by: Sarah Stewart, Senior HR Consultant

Lisa Houg
 Recommended by: Lisa Houg, Contract Officer

William L. Emerson, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
10-19-07, 2007, at Peoria, Arizona.

Herman F. Koebergen
 Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON35506A B
 Contract Number:

Official File

A CON 35506B

SCANNED

**CITY OF PEORIA
FEE SCHEDULE**

1. Establishing job requirements, including a review of the position, the City's needs, and an appropriate candidate profile (single lump sum)

\$ 3,500

2. Preparation and placement of appropriate advertisements, preparation and printing of a recruitment brochure, and other recruitment materials (single lump sum)

\$ 3,500

3. Recruitment process: Identifying and contacting potential candidates, preliminary screening of resumes, interviewing of most qualified candidates (in-person interviews if possible, or video-conference interviews), and presentation of semi-finalist candidates to the City of Peoria (single lump sum)

\$ 7,500

4. Participate in the final assessment process conducted by the City as a greeter of the finalist candidates, and observer of the final assessment process. Following direction of the City, conduct subsequent reference checks on top candidate; cause background check to be executed by a licensed professional firm (single lump sum)

\$ 2,000

5. Schedule of reimbursable expenses that would be paid directly by the City. Contractor shall receive prior authorization from the City for all out-of-pocket expenses (single lump sum not to exceed)

\$ 11,000

The total professional fees as described is \$16,500. Reimbursable expenses will not exceed \$11,000.

A CON 35506B



CONTRACT AMENDMENT

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

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

Buyer: Lisa Houg, CPPB

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

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

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

Signature: [Handwritten Signature] Date: 6/7/07 Typed Name and Title: Jeff Hoyer, managing Director Company Name: Human Resource Services, CPS Executive Search Address: 241 Lathrop Way City: Sacramento State: CA Zip Code: 95815

Attested by: Mary Jo Kief, City Clerk

Requested by: Lisa Houg Recommended by: William L. Emerson, Assistant City Attorney Approved as to Form: Stephen M. Kemp, City Attorney



City Seal

CC Number: ACON 35506A Contract Number: Official File

The above referenced Contract Amendment is hereby Executed 6-19-07, 2007, at Peoria, Arizona. Herman F. Kobergen, Materials Manager

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.

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

Arizona Transaction (Sales) Privilege _____
 Tax License Number: _____

For clarification of this offer contact:
 Name: Stuart Satow

Federal Employer Identification Number: 68-0067209

Telephone: 916-263-1401 Fax: 916-561-7205

CPS Executive Search
 Company Name

Geraldyn Borshing
 Authorized Signature for Offer

241 Lathrop Way
 Address

GERALDYN BORSHING
 Printed Name

Sacramento CA 95815
 City State Zip Code

SR. MANAGER BUSINESS DEVELOPMENT
 Title

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: August 23, 2006

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



CC: _____

Stephen M. Kemp, City Attorney

Contract Number:
ACON 35506

Contract Awarded Date August 23, 2006

Official File: _____

Terrence L. Ellis
 Terrence L. Ellis, City Manager

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2006

PRODUCER Phone: 916-925-2525 Fax: 916-925-3595
Jenkins Athens Insurance Services
License # 0545478
PO Box 13847
Sacramento CA 95853

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
Cooperative Personnel Services
dba CPS, Human Resource Services
241 Lathrop Way
Sacramento CA 95815

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company	
INSURER B: Travelers Casualty & Surety C	
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	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P6307704A197TCT06	7/1/2006	7/1/2007	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	P8107704A197TIL06	7/1/2006	7/1/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	PFSEX7704A197TCT06	7/1/2006	7/1/2007	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PACRUB1176A22006	7/1/2006	7/1/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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
 Re: Master Contract for Exacutive Search Services - No Specific Recruitment, Bid Serial #ACON 35506. The City of Peoria, it's agents, represenatives, directors, officers and employees are additional insureds per the attached Blanket Additional Insured Endorsement. Separation of Insureds applies per the attached form CG 00 01 10 01. Waiver of Subrogation applies per the attached Blanket Waiver of Subrogation form CG D1 86 11 03. This Insurance is primary per the attached form CG 00 01 10 01. 10 day notice of cancellation will apply if cancelled for non-payment of premium.

CERTIFICATE HOLDER

City of Peoria
 Attn: Lisa Houg, Contract Officer
 8401 West Management Procurement
 Peoria AZ 85345

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2006

PRODUCER Phone: 916-925-2525 Fax: 916-925-3595
Jenkins Athens Insurance Services
License # 0545478
PO Box 13847
Sacramento CA 95853

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
Cooperative Personnel Services
dba CPS, Human Resource Services
241 Lathrop Way
Sacramento CA 95815

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Axis Surplus Insurance Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <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 \$
		AUTOMOBILE LIABILITY <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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Errors & Omissions	ECN622796	10/13/2005	10/13/2006	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Master Contract for Executive Search Services - No Specific Recruitment, Serial Bid #ACON 35506. 10 day notice of cancellation will apply if cancelled for non-payment of premium.

CERTIFICATE HOLDER

City of Peoria
Materials Management Procurement
8401 West Monroe Street
Peoria AZ 85345

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



COMMERCIAL GENERAL LIABILITY

ute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

*7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

COMMERCIAL GENERAL LIABILITY

occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.

4. Under DEFINITIONS (Section V), Paragraph

a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

- 1. Limits of Insurance: The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
- 2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with



or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contrib-



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured.
2. The insurance provided to the additional insured is limited as follows:
 - a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - i. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
 - c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.
5. As a condition of coverage, each additional insured must:
 - a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

COMMERCIAL GENERAL LIABILITY

- b.) Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.
- c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this

requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

- d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.



Human Resource Services

Memorandum

Date: September 25, 2006

To: Lisa Houg
Contract Officer
City of Peoria

From: Stuart Satow

Subject: P06-0054, Human Resources Executive Search Services

Dear Ms. Houg,

Enclosed are the Vendor Registration Application form and the W-9. Our CFO, Don Rose, called someone in your Customer Service Division and confirmed that we do not need a business license since CPS is a non-profit service provider. If there are any issues regarding this matter, please Susan Yee of our office at 916-263-1401.

Thank you,

Stuart Satow

Enclosure

241 Lathrop Way
Sacramento, CA 95815

916.263.3600
800.822.4277
fax 916.263.3613

www.cps.ca.gov



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.



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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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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.



STANDARD TERMS AND CONDITIONS

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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

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a multiple award contract for **Human Resources Executive Search Services for Executive, Department Head and Management Level positions.**
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price/Fixed Fee; Term; Indefinite Quantity
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
9. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
10. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
11. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.



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

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



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

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

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

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

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

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

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

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



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27. Required Insurance Coverage:

a. Commercial General Liability

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

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

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

d. Professional Liability

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



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

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

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

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

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

30. **Independent Contractor:**

a. General

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

b. Liability

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

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

c. Other Benefits

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



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

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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).



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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	



SCOPE OF WORK

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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

Solicitation Number: **P06-0054**

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

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

Solicitation Number: **P06-0054**

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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.

**REPLY TO
REQUEST FOR QUALIFICATIONS
For**

CITY OF PEORIA, AZ

**EXECUTIVE SEARCH SERVICES
RFP# P06-0054**

May 30, 2006

SUBMITTED BY:



CPS EXECUTIVE SEARCH
241 LATHROP WAY
SACRAMENTO, CA 95815
(916) 263-1401 (PHONE)
(916) 561-7205 (FAX)
FED. TAX ID #: 68-0067209

May 30, 2006

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

Subject: RFP #P06-0054 – Human Resources Executive Search Services on an as needed basis

Dear Materials Management Office:

Thank you very much for the opportunity to submit a proposal to provide the City of Peoria with executive search services.

Our proposal has been organized in accordance with the provisions of the City's request for proposal. In addition, we have enclosed a Proposed Fee schedule as **Appendix A**.

EXECUTIVE SUMMARY

The recruitment of executive positions can have a dramatic and direct impact on the development and implementation of policies and services of the City of Peoria for years to come. Because the selection of these officials is so critical, CPS Executive Search has developed the most comprehensive and sophisticated executive search service available to local government today. Our unique approach to executive search includes the following features:

KEY INVOLVEMENT

City appointing authorities must be intimately involved in the search. For this reason, our approach assumes their direct participation in key phases of the search process, including the development of the candidate profile and recruitment strategy, the selection of final candidates, interviews with the finalists, and ultimately, selection of the successful candidate.

CITY NEEDS

A critical first step in a successful search is to define the personal and professional qualities required for the position. To be certain this occurs, we have developed a very effective process that will permit the City to clarify the preferred future direction for the organization; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate you wish to establish with the new incumbent; and ultimately, the personal and professional qualities that will be required of the executive position to implement the policy direction of the City of Peoria.

INVOLVEMENT OF OTHERS

Our clients occasionally desire to include others in the discussion of the future direction of their organization and the personal and professional qualities sought in an Executive. At the direction of the City, we will include others in the development stages of the recruitment process.

AGGRESSIVE RECRUITMENT

The very best potential executive level candidates may not even be seeking a new position. They may be very satisfied with their current situation, and will only consider a change if a more attractive career opportunity is presented to them. This is why we take a very aggressive approach in identifying and recruiting the best available candidates.

SELECTION

The selection of the best available candidate requires the use of tools that have been specifically designed to evaluate each candidate against the personal and professional qualities identified by the City. For this reason, we tailor our selection techniques to the City's specific requirements. In addition, we also assume responsibility for administering the selection process.

EMPLOYMENT AGREEMENT

One of the most sensitive parts of the selection process is frequently the negotiation of an employment agreement or employment terms with the new Executive. If this is not done with care and precision, it can result in either losing the preferred candidate, or otherwise beginning the employment relationship in an awkward manner. To preclude this from occurring, we are available to assist in developing an agreement, which is acceptable to both parties.

TRANSITION PLANNING PROCESS (Optional)

Once the City has selected an Executive, the relationship is just beginning, and how it begins can affect the relationship for years to come. To be sure this relationship begins on a constructive basis, we will assist the City and successful candidate in a transition planning process that will assure that all parties are clear about mutual expectations. Specific activities include the development of performance objectives, the clarification of roles, and the development of performance evaluation criteria for use during the first year of service.

ONE-YEAR GUARANTEE

Following a full CPS Executive Search recruitment, if the candidate selected and appointed by the City terminates employment for any reason before the completion of the first year of service, CPS Executive Search will provide the City with whatever professional services are required to appoint a replacement. Professional consulting services will be provided at no cost.

VALUE ADDED – EXCEEDING CLIENT EXPECTATIONS

The background and depth of experience of our consultant team is unparalleled in executive recruiting. Several CPS Executive Search consultants have worked as high-level local government executives themselves. Combined, the team has nearly 40 years of recruiting experience. Our consultants consistently exceed client expectations when recruiting for executives and managers. With the team presented in this proposal, our clients have the benefit of an incomparable network of respected public sector professionals and experts who serve us well in our personal outreach efforts.

CPS Executive Search would welcome the opportunity to serve the City of Peoria. If you need additional information or have any questions, please call.

Very truly yours,

A handwritten signature in black ink that reads "Stuart Satow". The signature is written in a cursive, flowing style.

Stuart Satow

A. RECRUITMENT PROJECT APPROACH

The executive search process presented below is designed to provide the City of Peoria with the full range of services required to assure the ultimate selection of an Executive who is uniquely suited to the City's needs. CPS Executive Search has assembled a uniquely qualified team of professionals to assist the City. This team possesses extensive consulting experience and a direct, in-depth understanding of local government. In addition, CPS also has a large team of human resource consultants who have a combined diversity of expertise which will be available as a resource, should it be required at any time. Stuart Satow or Christine Iams will serve as the engagement manager and personally handle every aspect of the executive search process. They will be assisted by all members of the team that are identified in Section B (Firm qualifications and references.)

PHASE I - DEVELOP CANDIDATE PROFILE AND RECRUITMENT STRATEGY

Task 1 - Review and Finalize Executive Search Process and Schedule

A critical first step is a thorough review of the search process and schedule with the City. This will ensure that the City's needs are met in the most complete manner possible.

Task 2 – Meet and Receive Input; Prepare Candidate Profile

The Consultant will meet with the individual or group in the City who will be primarily responsible for appointing and directing the Executive. The purpose of this meeting will be to determine the organization's needs and the personal and professional characteristics desired. This process can also provide for the active participation of City officials, community representatives, employee representatives, or other stakeholders in the development of the candidate profile. The specific nature of the involvement process will be developed in consultation with the City. The results of the above activities will be summarized by the Consultant and provided to the City as an additional source of information for developing the candidate profile and selection criteria.

This task will result in the identification of the personal and professional attributes required of the new Executive, and include the following activities:

- The City will identify priorities for the new Executive.
- The Consultant will assist the City in identifying the conditions and challenges likely to be encountered in achieving the priorities identified above.
- The City will describe the type of working relationship it wishes to establish with the new Executive.
- The Consultant will assist the City in generating a list of specific competencies, experience, and personal attributes needed by the new Executive in light of the analyses conducted above.

- The Consultant will present several recruitment and selection strategies for the City's consideration. The City will choose the recruitment and selection process most likely to produce the intended results.

Task 3 - Prepare Recruitment Brochure and Place Advertisements

Following the completion of the meeting with the City, text for an attractive recruitment brochure will be prepared and presented to the City for review prior to printing. In addition, advertisements will be prepared and placed for publication in appropriate magazines, journals, newsletters, job bulletins, and Web sites.

PHASE II - RECRUITMENT

Task 1 - Identify and Contact Potential Candidates

This task will include a variety of activities designed to attract the best available candidates. In addition to the placement of advertisements in appropriate professional journals, the Consultant will:

- Contact leading local government executives to request assistance in identifying outstanding potential candidates. This outreach could also include contacting representatives of the National Forum of Black Public Administrators, ICMA Hispanic Network, and other appropriate organizations to ensure a diverse candidate pool.
- Select quality candidates for consideration from past recruitments.
- Provide each potential candidate with a copy of the recruitment brochure transmitted by personal letter.
- Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage the candidate to submit a resume.
- Acknowledge all applications and keep candidates informed of their status, including immediate telephone notice to finalists.

Task 2 - Conduct Initial Screening

All resumes will be submitted directly to the Consultant for initial screening. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include:

- A thorough review of each candidate's resume and other supporting materials.
- Personal interviews, conducted in person or via telephone, with the candidates who appear to best meet the City's needs. This group typically includes approximately 10-15 candidates.

Task 3 - City Selects Finalists

At the conclusion of the previous tasks, the consultant will prepare a written report, which summarizes the results of the recruitment process and recommends 10-15 candidates for further consideration by the City. This report will include each recommended candidate's resume. The consultant will meet with the City to review this report and to assist the City in selecting a group of finalists for further evaluation.

PHASE III - SELECTION

Task 1 - Design Selection Process

Based on the results of the meeting conducted in Phase I, the Consultant will design a selection process to be utilized by the City in assessing the final candidates. This process will typically include an in-depth interview with each candidate, but may also include other selection tools such as an oral presentation, preparation of written reports, and problem solving exercises.

Task 2 - Administer Selection Process

The Consultant will coordinate all aspects of the selection process for the City. This includes contacting both the successful and unsuccessful candidates, preparing appropriate materials, facilitating the interviews, and assisting the City with deliberation of the results of the interviews.

Task 3 - Arrange Follow-up Interviews and Conduct Reference Checks

Following the completion of the selection process, the consultant will be available to schedule and coordinate follow-up interviews, and complete reference checks. The in-depth reference checks are conducted in confidence and include supervisors, peers, subordinates, and other stakeholders. A written summary of the reference checks is provided to the City. We can also arrange for an optional background records check of an applicants' driving record, court and credit history, newspaper article research, and other sensitive items.

Task 4 - Assist the City in Negotiating Employment Agreement

Once the City has made a selection, the Consultant will assist the City in developing the terms of an agreement that covers compensation and other terms and conditions of employment. If this position will not be covered by such an agreement, we are prepared to assist in discussing compensation parameters.

PHASE IV - TRANSITION PLANNING PROCESS (OPTIONAL)

Based on the parameters established in Phase I, the Consultant will facilitate a workshop session of approximately four hours in length involving the City and successful candidate. This session is designed to ensure that the City and the new Executive are clear about mutual expectations and will include:

- The clarification of roles between the City and the Executive, and ways of dealing with role conflicts as they arise.
- The development of performance objectives for the Executive for the first year.
- The development of the performance evaluation criteria for use by the City during the Executive's first year of service, and an evaluation framework that can be used in future years.

The transition planning workshop has been very well received in many of our client agencies. It helps to get important working relationships in local government off to a good start.

PROJECT TIMING

CPS Executive Search is prepared to begin work as soon as required. For each executive recruitment, all search activities can be completed in 12 - 16 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial City interviews and the initial workshop session with the City. A proposed schedule is presented below.

PROPOSED SCHEDULE

Task	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting to Define Candidate Profile	➤															
Place Ads and Draft Brochure			➤													
Brochure Approved and Printed				➤												
Aggressive Recruiting					➤											
Final Filing Date								➤								
Preliminary Screening									➤							
Report of Results to City											➤					
City Interviews													➤			
Appointment																➤
(Weeks)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

B. FIRM QUALIFICATIONS AND REFERENCES

CPS Human Resource Services (CPS) is a governmental agency committed to improving human resources in the public sector. As a self-supporting public agency offering a full range of human resource products and services, our highly qualified, professional staff provides practical personnel solutions for state agencies, boards and commissions, cities, counties, special districts, school districts, colleges and universities, federal agencies, and non-profit organizations throughout the United States and Canada. Based in Sacramento, CA, with regional offices in Washington, DC; Crystal City, VA; Atlanta, GA; New York, NY; Tucson, AZ and Madison, WI, CPS has provided testing and human resource management services to public agencies for more than 70 years. Prior to its establishment as a joint powers agency in July 1985, CPS was a unit of the California State Personnel Board.

The joint powers governing CPS consist of a ten-member Board of Directors from the City & County of San Francisco, the City of Anaheim, the Hayward Unified School District, County of Sacramento, Sonoma County, East Bay Municipal Utility District, California State Personnel Board, City of Las Vegas, State of Wisconsin, and the City University of New York.

CPS currently has a staff of over 230 full-time employees with a wide variety of public and private sector personnel services experience. In fiscal year 2004-05, because of the ability to deliver quality, client-focused products and services on time and at a fair price, CPS engaged in a total of over \$158 million in transactions with more than a thousand satisfied clients that included cities, counties and other public sector agencies, colleges, universities, and school districts throughout the United States and Canada, and non-profit organizations within the State of California.

CPS is an equal opportunity employer, which does not discriminate on the basis of race, color, sex, national origin, religion, age, mental disability, physical disability, or sexual orientation.

CPS Executive Search

From 1986 to 2002, our firm was a private corporation known as Shannon Associates with John Shannon as the owner. In April 2002, Shannon Associates was acquired by CPS Human Resource Services, and subsequently changed our name to CPS Executive Search.

A comprehensive range of human resource consulting services is offered, including:

Executive Recruitment – Recruitment and selection of critical executive, management, professional, and technical staff. Our recruitment process has been carefully designed to accurately define the position to be filled, identify and recruit top quality candidates, thoroughly review and evaluate each candidate's qualifications, and recommend a fully qualified group of candidates to the client.

Classification and Compensation – Includes the development, installation, and modification of all or part of an agency's classification plan and compensation program. Typical study results include compensation policy development; class specifications and career ladders that are in compliance with the ADA; internal relationship analysis; external compensation surveys; and the development of revised compensation plans. An area of particular expertise is the development of tailored compensation programs for executive, management, and professional staff.

Event Facilitation – Single or multiple event facilitation of staff, board or public meetings. Topics include conflict resolution, team building, general retreats, and strategic planning sessions.

Training – Provides both off-the-shelf and custom designed training programs on a wide variety of topics salient to organizations. Depending on the needs of the organization, we provide employee, mid-management, executive management or agency-wide training on topics such as ethics, supervisory skills, negotiation skills, performance evaluation, communicating with your boss, and interpersonal skills.

Human Resources Systems – Development or modification of the basic policy and administrative framework for the agency's human resource management system, including the preparation of charter amendments; ordinances and personnel rules; policies and procedures; and employee handbooks.

Performance Appraisal – Development and installation of comprehensive performance appraisal systems for both management and non-management staff.

Organization Analysis – Development and implementation of efficient and effective organization structures, staffing plans, administrative systems and procedures, and service delivery methods.

With respect to executive recruitments the City of Peoria would need assistance with, we possess a number of important strengths:

- **The successful completion of approximately 1,500 recruitments for more than 500 clients.** We have extensive experience in the recruitment of all types of local government executive and professional staff, including council/board appointed executives, department directors, and key professional and management positions. Although our client list covers a broad range, please note that each recruitment we conduct is uniquely designed to fit the needs of the individual client and is calculated to provide a strong, competitive pool of candidates.
- **Previous experience conducting executive recruitments for the City of Peoria:** Among the recruitments we have conducted for the City include: City Manager, Deputy City Manager, Chief of Police, Deputy Chief of Police, and Community Development Director.
- **We have completed successful recruitments for a number of Arizona agencies** including: the Cities/Towns of Chandler, Phoenix, Gilbert, Paradise Valley, Scottsdale, Surprise, Tucson, Mesa, Glendale, and Prescott Valley.
- **In-depth understanding of all local government operations, programs, and services.** This understanding has been gained both as local government managers and as consultants to local governments throughout the western United States.

EXPERIENCE AND EXPERTISE OF FIRM, REFERENCES AND PERSONNEL

CITY MANAGERS/ADMINISTRATORS

<u>CLIENT</u>	<u>POSITION</u>	<u>CONTACT</u>
Arlington TX	City Manager	Robert Cluck Mayor 817 459-6122
Auburn	City Manager	Bob Richardson City Manager 530 885-5508
Brentwood	City Manager	Brian Swisher, Mayor or Donna Landeros City Manager 925 516-5440
Chandler, AZ	City Manager	Boyd Dunn Mayor 480 782-2206
Long Beach	City Manager	Beverly O'Neill Mayor 562 570-6801 or Kevin Boylan Human Resource Director 562 570-6140
Mesa, AZ	City Manager	Keno Hawker Mayor 480 644-2388 or Claudia Walters Vice Mayor 480 644-4002

ASSISTANT CITY MANAGERS

<u>CLIENT</u>	<u>POSITION</u>	<u>CONTACT</u>
Arlington, TX	Deputy City Manager	Jim Holgersson City Manager 817-459-6100
Beverly Hills	Assistant City Manager	Rod Wood City Manager 310 285-1012
Brentwood	Assistant City Manager	Patti Standley Human Resources Manager 925 516-5185
Hercules	Assistant City Manager	Mischwa Murphy McAdams Personnel Manager 510-799-8223
Livingston	Assistant City Manager	Gerald Forde City Manager 209 769-8220
Lynwood	Assistant City Manager-Finance	Autra Adams Assistant to City Manager 310 603-0220
Rohnert Park	Assistant City Manager	Steve Donley City Manager 707 588-2223
Sacramento	Assistant City Manager / Development Services Director	Ray Kerridge City Manager 916 808-5704

ECONOMIC DEVELOPMENT OFFICIALS

<u>CLIENT</u>	<u>POSITION (Year Completed)</u>	<u>CONTACT</u>
Glendale, AZ, City of	Economic Development Director	Pam Kavanaugh Assistant City Manager 623 930-2870
Las Vegas, NV	Director of Business Development	Judy Tuttle Deputy Director, Human Resources 702 229-6315
Moreno Valley	Economic Development Director	Denese Wilson Human Resources Director 951 413-3000
Tucson Regional Economic Opportunities Corporation, Inc.	President/CEO	Steve Lynn Tucson Electric Power 520 884-3629

HUMAN RESOURCES OFFICIALS

<u>CLIENT</u>	<u>POSITION</u>	<u>CONTACT</u>
Brentwood	Assistant City Manager	Patti Standley Human Resources Manager 925 516-5185
Butte County	Assistant Director of Human Resources Labor Relations and Benefits Administrator	Jeanne Gravette Human Resources Director 530 538-7098
Concord, City of	Human Resources Director	Cherie Rosenquist Human Resources Director 925 671-3308
Fresno	Labor Relations Manager Personnel Director	Nicole Zieba Senior Human Resources Analyst 559-621-7788
Long Beach, City of	Manager of Personnel Operations	Kevin Boyland Human Resources Director 562 570-6140
Long Beach, Port of	Assistant Director of Administration	Steve Rubin Managing Director – Administration 562 590-4108
Lynwood	Human Resources Director	Enrique Martinez City Manager 310 603-0220
Scottsdale, AZ	Human Resources General Manager	Neal Shearer Assistant City Manager 480 312-2302
Tustin, City of	Human Resources Director	Bill Huston City Manager (714) 573-3011
Vallejo	Human Resources Director	Roger Kemp City Manager 707 648-4575
Ventura	Human Resources Director	Rick Cole City Manager 805 654-7740

COMMUNITY DEVELOPMENT / PLANNING OFFICIALS

<u>CLIENT</u>	<u>POSITION</u>	<u>CONTACT</u>
Anaheim	Planning Director	Joel Fick Deputy City Manager 714 765-5162
Brentwood	Planning Manager	Howard Sword Community Development Director 925 240-2503
Butte County	Assistant Director of Development Services Director of Development Services	Paul McIntosh Chief Administrative Officer 530 538-7224
Carlsbad	Planning Director	Sandra Holder Community Development Director 760 602-2710 Cheri Abbott HR Manager 760 602-2496
Eugene, OR	Planning and Development Executive Director	Lauren Chouinard Human Resources Director 541 682-5663
Long Beach	Director of Planning & Building	Kevin Boylan Human Resources Director 562 570-6140
Peoria, AZ	Community Development Director	Greg Eckman Human Resources Director 623 773-7581 or Terry Ellis City Manager 623 773-7300
Phoenix, AZ	Planning Director	Laurie Stewart Deputy Personnel Director 602 262-6270
Sacramento	Assistant City Manager – Development Services	Bob Thomas City Manager (916) 808-5704
San Diego	Director of Development Services	P. Lamont Ewell City Manager 619 236-5941
Scottsdale, AZ	Chief Development Officer	Neal Shearer Assistant City Manager 480 312-2303

PUBLIC WORKS - CITY ENGINEERING OFFICIALS

<u>CLIENT</u>	<u>POSITION</u>	<u>CONTACT</u>
Arlington, TX	Director of Public Works	Ron Olson Deputy City Manager 817 459-6100
Butte County	Assistant Director of Public Works	Mike Crump Public Works Director 530 538-7681
El Cajon	Public Works Director	Joan Ward Human Resources Director 619 441-1736
El Segundo	City Engineer	Jeff Stewart City Manager 310 524-2334
La Habra	Director of Public Works	Brad Bridenbecker City Manager 714 283-8788
Scottsdale, AZ	City Engineer/Capital Projects Administrator	Neal Shearer Human Resource Service Administrator 480 312-2604
Surprise, AZ	Public Works Director	Jim Rumpeltes City Manager 623 583-1080 or April Reynolds Human Resources Analyst 623 875-4328
Vista	Director of Public Works Deputy Director of Public Works/City Engineer	Rita Geldert City Manager 760-639-6131

Current Recruitments

The firm is currently conducting 45 recruitments for 37 separate jurisdictions. These searches include council and board appointed officials (e.g. city managers, city attorneys) department directors (e.g. finance, information systems, public works), and key mid-management and professional positions.

Consultant Team Qualifications

CPS Executive Search has assembled a uniquely qualified team of professionals to assist the City. This team possesses extensive consulting experience and a direct, in-depth understanding of local government. In addition, CPS also has a large team of human resource consultants who have a combined diversity of expertise which will be available as a resource, should it be required at any time. The key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Stuart Satow or Christine Iams would serve as the lead recruiter on any searches conducted by the City of Peoria. They would be assisted by additional CPS staff as listed.

STUART SATOW

Since joining CPS Executive Search in 2002, Stuart Satow has been involved in numerous recruitments on behalf of various cities, counties, and other local government agencies for a variety of executive and senior management positions. Previously Mr. Satow was a fixture on television in the Sacramento region for 22 years. As a sportscaster for ABC affiliate KXTV Channel 10, Mr. Satow interviewed hundreds of management-level executives, university officials and professional and amateur athletes. He is a popular public speaker and emcee who has long been involved in community events in the Sacramento region. With a BA degree in Communication Studies from California State University, Sacramento and 27 years of experience in the communications industry, Mr. Satow is an experienced writer and interviewer who has excellent people skills and a positive track record in staff and project management.

Mr. Satow has had significant experience serving clients throughout the greater Phoenix Metropolitan area. His recruiting experience has included the Cities of Phoenix (Planning Director, Assistant Planning Director), Peoria (Community Development Director), Chandler (Assistant Director of Planning and Development), Paradise Valley (Building Services Manager), Scottsdale (Human Resources GM, Director of Planning and Development, Water Resources Engineering Director), and Surprise (Public Works Director, Communications Director, City Attorney).

CHRISTINE IAMS

Christine Iams has over 16 years of professional and management experience in the private and public sector, including experience in the areas of employee and management training, employee relations, classification and compensation, and employee recruitment, selection and retention. Ms. Iams has been involved in numerous searches on behalf of cities, counties and other governmental organizations. She has also worked as a Technical Recruiter and Senior Director for a staffing organization, which recruited and placed Information Technology professionals on contract assignments. Recently, Ms. Iams was responsible for recruitment policies and procedures for the California County Departments of Social Services and Child Support Services.

Ms. Iams has a Bachelor of Arts Degree in Telecommunications & Film from San Diego State University, with a minor in Business Administration.

DAVID HARRIS

Throughout his 30+ year career as a local government executive and executive recruiter, Mr. Harris has been involved in a host of CEO and senior management recruitments, assessment centers, and other human resources related projects. Since joining CPS Executive Search in 1997, Mr. Harris has been involved as a Project Manager in the recruitment of City Managers, County Executives, City Attorneys, Public Safety Administrators, Transportation Directors, Human Services Experts, and most other local government executive positions. He is experienced in all phases of the recruitment process. His consulting experience also includes work on behalf of a large health care organization in Northern California.

Prior to his work with CPS Executive Search, Mr. Harris served for nearly 20 years as City Manager of Dixon, California and for nearly six years as Assistant City Manager of Fairfield, California. Mr. Harris was awarded the ICMA Award of Excellence for Local Government Innovation in 1997 and is the author of articles that have been published in State or National journals. His Bachelor's degree and Master's degree were both earned at Brigham Young University. He is the leader of the Sacramento executive search team.

JOHN SHANNON

Mr. Shannon has thirty years of human resources management experience including twenty-four years' experience as a consultant to local, regional, and state government. During this time, numerous consulting engagements have been successfully completed for cities, counties, educational institutions, special districts, and regional and state agencies. Mr. Shannon was a partner in another local government consulting firm for ten years before starting his own firm in 1986. He began his career in key management positions with the City of Inglewood, California.

Mr. Shannon personally conducts the most sensitive and complex recruitments. During his 27 years of consulting experience, Mr. Shannon has personally completed over 1,500 recruitments for council/board appointed officials, including city managers, county executives, district general managers, and regional agency executives.

In addition to his extensive recruitment experience, Mr. Shannon is recognized as a national leader in human resources management. Specific areas of expertise include management compensation, performance planning and evaluation, group facilitation, strategic planning, and organization improvement.

Mr. Shannon received his Bachelor's degree from the University of California, Santa Barbara and his Master's degree in Management from the University of California, Los Angeles.

KRIS KRISTENSEN

Since joining CPS Executive Search in 1998, Mr. Kristensen has assisted numerous local agencies in recruitments for a variety of executive positions including city manager, deputy city manager, police chief, community development director, information services manager, public defender, and internal audit director. He brings to each recruitment an extensive background in general management, human resources, labor relations, budgeting, finance, and organizational development along with experience in strategic planning, redevelopment, recreation, and capital projects.

Mr. Kristensen has concluded a successful 25-year management and operations career with three California cities, most recently as City Manager with the City of Woodland. An accomplished team leader, Mr. Kristensen has enhanced intergovernmental collaboration through the establishment and/or operation of three countywide joint powers authorities for workers compensation/liability insurance services, public transportation, and emergency communications/dispatch services. His management responsibilities included the recruitment and selection of over 15 top-level parks and recreation, law enforcement, fire protection, finance, planning, engineering, and library managers for the City of Woodland alone.

Mr. Kristensen obtained his Bachelor's degree from California State College, Sonoma and his Master's degree in Public Administration from the University of California, Riverside.

REFERENCES

As requested, a list of former clients including current contact person and telephone number is presented below:

CLIENT

Chandler, AZ

CONTACT

Boyd Dunn
Mayor
480 782-2206
PO Box 4008
Chandler, AZ 85244-4008

Town of Gilbert, AZ

Mark Boynton
Senior Personnel Analyst
480 503-6823
1025 South Gilbert Road
Gilbert, AZ 85296

Butte County, CA

Jeanne Gravette
Human Resources Director
530 538-7098 or
Paul McIntosh
County Administrative Officer
530 538-7224
25 County Center Drive
Oroville, CA 95965

Arlington, TX

Lori Strickland
Administrative Services Director
817 459-6101 or
Chuck Kiefer
City Manager
817 459-6100
P.O. Box 90231
Arlington, TX 76004-0231

Yuma County, AZ

David Garcia
County Administrator
928 373-1010
198 South Main Street
Yuma, AZ 85364

Corpus Christi, TX

Cynthia Garcia
Human Resources Director
361 880-3315
1201 Leopard, 2nd Floor
Corpus Christi, TX 78401

Surprise, AZ

Jim Rumpeltes
City Manager
623 875-4242
12425 W Bell Road
Suite D 100
Surprise, AZ 85374-9002

Tucson, AZ

Jack Redavid
Former Human Resources Director

520 206-4586
Pima Community College
4905 East Broadway Blvd
Tucson, AZ 85709-1010

Peoria, AZ

Terry Ellis
City Manager
623 773-7300 or
Greg Eckman
Human Resources Director
623 773-7581
8401 West Monroe Street, #110
Peoria, AZ 85345

Mesa, AZ

Mike Hutchinson
City Manager
480 644-2066
20 East Main Street, #750
Mesa, AZ 85201

Phoenix, AZ

Laurie Stewart
Deputy Personnel Director
602-262-6270
135 North Second Avenue
Phoenix, AZ 85003

APPENDIX A

C. PROPOSED FEE

1. Establishing job requirements, including a review of the position, the City's needs, and an appropriate candidate profile (single lump sum)

\$ 3,500

2. Preparation and placement of appropriate advertisements, preparation and printing of a recruitment brochure, and other recruitment materials (single lump sum)

\$ 3,500

3. Recruitment process: Identifying and contacting potential candidates, initial reference checks, preliminary screening, interviewing of candidates, and presentation of semi-finalist candidates to the City of Peoria (single lump sum)

\$ 6,000

4. Design and administer an assessment/selection process (single lump sum)

\$ 4,000

5. Negotiate employment agreement (single lump sum)

\$ 2,000

6. Schedule of reimbursable expenses that would be paid directly by the City. Contractor shall receive prior authorization from the City for all out-of-pocket expenses (single lump sum not to exceed)

\$ 9,500

7. Provide a lump sum for all services included in Steps 1 through 5 as an entire process.

\$ 18,000*

AND

Approved expenses shall not exceed \$ 9,500

*We reserve the right to negotiate the fee based on the scope of services and complexity of the recruitment.

Questys Information:

Merge ID: 53086

Record ID: 19816

Questys Folder: //Contracts/2006/CON HUMAN RESOURCES EXECUTIVE SEARCH SERVICES

Field 1: HUMAN RESOURCES EXECUTIVE SEARCH SERVICES

Field 2: P06-0054

Field 3: ACON35506

Field 4: CPS EXECUTIVE SEARCH

Field 5:

Field 6:

Field 7: 2006 08 24

Field 8: 2011 08 31

Field 9:

Field 10:

Merge ID: 37193
Record ID: 44148

Muni Information:

Doc Reference Code: REC
Doc Reference Desc: OFFICIAL RECORDS
Document Date: 5/7/2007
Item Reference:
Action Code: A
Action Description: ACTIVE
Brief Description: CON HUMAN RESOURCES EXECUTIVE SEARCH / CPS EXECUTIVE SEARCH

Keywords

ACON35506A, P06-0054, HUMAN RESOURCES EXECUTIVE SEARCH SERVICES, CPS EXECUTIVE SEARCH, HUMAN RESOURCES EXECUTIVE SEARCH SERVICES, TERM 09/01/07 TO 08/31/08, CONTRACT AMENDMENT NO.1,

General Tab

Expiration Date: 8/31/2008
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: Active
Storage Media: REC
Storage Location: RIM
Location Reference: 07254
Active Month: 12
Inactive Month: 60
Permanent Record: 0

Additional Info

Creation Date: 6/22/2007 10:58:25 AM
Creation User: debbiea
Last Modified Date: 10/22/2007 4:37:27 PM
Last Modified User: debbiea
Master ID:

Database Reference Only

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

Check Out History

Merge ID: 38308
Record ID: 45314

Muni Information:

Doc Reference Code: REC
Doc Reference Desc: OFFICIAL RECORDS
Document Date: 9/28/2007
Item Reference:
Action Code: A
Action Description: ACTIVE
Brief Description: CON HUMAN RESOURCES EXECUTIVE SEARCH / CPS EXECUTIVE SEARCH

Keywords

ACON35506B, P06-0054, HUMAN RESOURCES EXECUTIVE SEARCH SERVICES, CPS EXECUTIVE SEARCH, HUMAN RESOURCES EXECUTIVE SEARCH SERVICES, TERM 09/01/07 TO 08/31/08, CONTRACT AMENDMENT NO.1, FEE SCHEDULE, SCAN NED,

General Tab

Expiration Date: 8/31/2008
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: Active
Storage Media: REC
Storage Location: RIM
Location Reference: 07254
Active Month: 12
Inactive Month: 60
Permanent Record: 0

Additional Info

Creation Date: 10/22/2007 4:51:48 PM
Creation User: debbiea
Last Modified Date: 10/22/2007 4:52:26 PM
Last Modified User: debbiea
Master ID:

Database Reference Only

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

Check Out History

Merge ID: 34593
Record ID: 41388

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 / CPS EXECUTIVE SEARCH

Keywords

ACON35506, P06-0054, HUMAN RESOURCES EXECUTIVE SEARCH SERVICES, CPS EXECUTIVE SEARCH, HUMAN RESOURCES EXECUTIVE SEARCH SERVICES, EXPIRES 8/31/2011, SCANNED,

General Tab

Expiration Date: 8/31/2008
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: Active
Storage Media: REC
Storage Location: RIM
Location Reference: 07254
Active Month: 12
Inactive Month: 60
Permanent Record: 0

Additional Info

Creation Date: 8/29/2006 11:27:52 AM
Creation User: MIRIAMA
Last Modified Date: 10/22/2007 4:37:44 PM
Last Modified User: debbiea
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. 85th Ave., 2nd Fl.
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: Six (6) Date: 8/22/2011

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on August 31, 2011.

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.

	8/22/11	Tim Howald, CFO	Cooperative Personnel Services
Signature	Date	Typed Name and Title	Company Name
241 Lathrop Way	Sacramento	CA	95815
Address	City	State	Zip Code

Attested by:

Wanda Nelson, City Clerk



City Seal

CC Number
ACON 35506F
Contract Number:
Official File

Director: Wynette Reed, Human Resources Director

Dept. Rep.: Carol Johnson, Employment Services Supervisor

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, Materials Management Supervisor