

07254



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



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

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

OFFER

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

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

For clarification of this offer contact:
 Name: **ROBERT L. NEHER**

Federal Employer Identification Number: **04-3345331**

Telephone: **916-443-2421** Fax: **916-443-5949**

BENNETT YARBER ASSOCIATES
 Company Name

[Signature]
 Authorized Signature for Offer

1501 3RD STREET
 Address

ROBERT L. NEHER, JR
 Printed Name

SACRAMENTO, CA 95814
 City State Zip Code

EXECUTIVE VICE PRESIDENT
 Title

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

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

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

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

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

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

CC: _____

[Signature]
 Stephen M. Kemp, City Attorney

Contract Number:
ACON135606

Contract Awarded Date **August 23 2006**

[Signature]
 Terrence L. Ellis, City Manager



ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID EA BENNE-4	DATE (MM/DD/YYYY) 09/27/06
PRODUCER Anderson Ins. Services, Inc. member of the SAN Group 933 Webster Street Marshfield MA 02050-3423 Phone: 781-834-6578 Fax: 781-837-3756		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 Richard T. Bennett & Co., Inc. Bennett Yarger Assoc. 23 Doctors Hill Dr. Scituate MA 02066		INSURERS AFFORDING COVERAGE INSURER A: The Commerce Insurance Company INSURER B: The Hartford Insurance Group INSURER C: Philadelphia Insurance Company INSURER D: INSURER E:	NAIC # 34754 22357

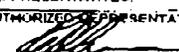
COVERAGES

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 THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	ADD'L LTR	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 <input checked="" type="checkbox"/> Blk Add'l Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> INNO. OBJECT <input type="checkbox"/> LOC	PP6239	06/10/06	06/10/07	EACH OCCURRENCE DAMAGE TO THIRD PARTY (1000000) MEDICAL (1000000) MEDICAL (NEW ORN PERIOD) PERSONAL AND ADJ INJURY GENERAL AGGREGATE EXCESS/UMBRELLA AGG.
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE/O AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	NX3485	01/11/06	01/11/07	COMBINED SINGLE LIMIT (1000000) BODILY INJURY (1000000) BODILY INJURY (1000000) PROPERTY DAMAGE (1000000)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - LIABILITY GENERAL LIABILITY AUTO ONLY AGG.
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
B		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	04WECNK0661	11/19/05	11/19/06	<input checked="" type="checkbox"/> WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY ALL EMPLOYER'S LIABILITY ALL EMPLOYER'S LIABILITY
P		Professional Liab.	PKSD038768	10/25/05	10/25/06	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Financial and municipal consulting
 RE: Human Resources Executive Search SFMB P06-0054
 Additional insured per contract City of Peoria Arizona, it's agents, representatives, officers, directors, officials and employees.
 *Agent responsible for 30 day notification

CERTIFICATE HOLDER PEORI-1 City of Peoria Arizona Materials Mgmt Procurement 8314 West Cinnabar Street Peoria AZ 85345-6560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

BENNETT YARGER ASSOCIATES
 1501 THIRD STREET, SACRAMENTO, CA 95814
 PHONE: 916-443-2421; CELL: 310-809-0618
 FAX: 916-443-5949



FACSIMILE TRANSMITTAL SHEET

TO: LISA HOUG	FROM: Robert J. Neher, Jr.
COMPANY: CITY OF PEORIA, AZ	DATE: 10/3/06
FAX NUMBER: (623) 773-7118	TOTAL NO. OF PAGES INCLUDING COVER: 1+1=2
PHONE NUMBER: (623) 773-7115	SENDER'S REFERENCE NUMBER: (916) 443-2421
RE: CERTIFICATE OF INSUR	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:
 RE: POG-0054 HUMAN RESOURCES EXECUTIVE SEARCH SERVICES.

SENDING CERTIFICATE OF INSURANCE FROM IN JUST IN CASE.

THANKS,
 [Signature]



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A professional service provider submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.

9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

11. AWARD OF CONTRACT:

a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

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

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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:
- Waive the non-conformance.
 - Stop the work immediately.
 - 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

Materials Management Procurement

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0054**

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

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0054**

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

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

a. Technical Proposal

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

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

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0054

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

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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0054**

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

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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0054

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

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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0054**

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

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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0054

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

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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0054**

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

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

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

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

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



SCOPE OF WORK

Solicitation Number: **P06-0054**

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

I. PURPOSE

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

II. INTENT

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

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

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

III. BACKGROUND

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

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

IV. SCOPE OF SERVICES

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



SCOPE OF WORK

Solicitation Number: **P06-0054**

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

- 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

Solicitation Number: **P06-0054**

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

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.

A handwritten signature in black ink, appearing to read "Robert A. [unclear]".



Bennett Yarger Associates

Executive Recruiters and Management Consultants

1501 3rd Street • Sacramento, CA 95814

916.443.2421 • Fax 916.443.5949

meher@bennettyarger.com

May 24, 2006

City of Peoria
Materials Management
8314 West Cinnabar
Peoria, AZ 85345
C/O Lisa Houg, CPPB- Purchasing Agent

We are pleased to submit a proposal to assist you in recruiting for a range of management positions as may be required by the City of Peoria now and in the future.

Bennett Yarger Associates is deeply committed to executive search as a specialized form of senior-level management consulting that is an indispensable service to organizations. As a retained recruiting firm, we endeavor to maintain the highest standards of professional competence, integrity, equal opportunity, objectivity, confidentiality, accuracy, and loyalty to our clients, to avoid conflicts of interest, and to serve the public good.

We specialize in recruiting leadership for our nation's civic infrastructure: cities, counties, state, regional authorities, and nonprofit organizations. Our client list (see the Appendices) attests to our experience in assisting public service organizations large and small to find the talent they need. Working with boards, councils, search committees, executives and human resource and purchasing directors in such settings, we are accustomed to the complex internal dynamics and candidate evaluation processes that routinely arise in recruitments of this nature, and to the high level of constituent, political, and media interest they sometimes engender.

Bennett Yarger Associates has built long-term relationships with a number of public entities. We currently hold a five year recruitment contract with the New York City Metropolitan Transportation Authority, a long-standing contract with the State of Michigan, master contract relationships with the Metropolitan Government of Nashville and Davidson County, TN, Montgomery County, MD, the City of Phoenix, AZ, the City of Alexandria, VA, and Broward County, FL. We have also been selected in the past few months for master contracts, and as a Pre-qualified/Preferred Provider for Osceola County, FL, King County, WA, the City of Los Angeles, CA, Miami Dade County, FL, and the City and County of San Francisco, CA.

Robert L. Neher, Jr.

Executive Vice President
Phone: (916) 443-2421
Cellular: (310) 809-0618
rneher@bennettyarger.com



PROFILE OF BENNETT YARGER ASSOCIATES

- Bennett Yarger Associates is a national firm.
- Established in 1981, our EIN is 04-3345331. We serve government and nonprofit organizations which comprise the public/civic infrastructure of the country and recruit experienced leaders and managers into positions that improve the capabilities of those institutions. We operated under the name of Bennett Associates until the merger and name change to Bennett Yarger Associates in the past two years.
- Our client base now covers 34 states. Current Bennett Yarger Consultants/Associates staff is approximately eight. A partial listing of potential staff for assignment to searches for the City of Peoria is included under “Project Team.”
- We have offices in California, Massachusetts, and New York. The address for our California office is: 1501 3rd Street, Sacramento, CA 95814. The phone number for our California office is (916) 443-2421, and the fax is (916) 443-5949. Our website is www.bennettyarger.com, and e-mail should be addressed to: rneher@bennettyarger.com
- Although primarily known as a leading executive search firm, Bennett Yarger Associates has long provided other general and specialty management consulting services, including management audits, organizational development, public safety, strategic planning, assessment centers, leadership development training, performance management, executive coaching, human resources management and classification and compensation studies. We have worked with hundreds of clients nationwide in almost 2,000 engagements.

A. SPECIAL REPRESENTATIONS & UNDERSTANDING OF THE SCOPE OF WORK

- In accordance with requirements in your Request for Proposal (RFP), Bennett Yarger Associates (BYA) certifies that we will comply with the insurance, worker’s compensation, and professional liability requirements as noted and that our offer is valid and irrevocable for the required 60 days from bid/proposal opening. We will also comply with all other requirements as noted in the RFP.
- We have read the RFP and Scope of Services (Section IV) thoroughly. During the search process we will confer and consult with the City Manager, Human Resources Designee, Department Directors/Managers, Union Representatives and other stakeholders as appropriate to the position(s). BYA will also prepare a comprehensive profile/brochure (see samples in this proposal package) that addresses the criteria noted in the scope of services. A complete and professional recruitment plan/strategy will also be developed accordance with items C1 through C8 of the Scope of Services. These are more specifically addressed in detail in the Project Approach.
- BYA has considerable experience working with Cities of similar size to the City of Peoria as well as smaller and larger communities. We have successfully completed over 1,100 Executive Searches including those similar to the positions outlined in your RFP Section V – List of Classifications. A partial list of our clients is included as an appendix to this proposal.

B. PROJECT APPROACH

- Executive Summary

This proposal outlines a proven process that consistently identifies excellent candidates for vital positions in our nation's civic institutions. Among recruitment firms, the elements of a successful search are often similar. The main difference is one of emphasis, and in matching those elements to the specific needs of each client. We are singled out for our ability to work with clients to identify the strategic impact of the hire, define the specific accomplishments to be demanded of the appointee, and then use that information to lure and assess the best candidates for the job.

We will endeavor to assist the City of Peoria in identifying the core values of the City and the key issues to be addressed. This is sometimes a complicated process, but we have built a reputation for clarity and honesty with both clients and candidates.

Peer comment is usually a better guide to candidates than other measures, and only a search firm can obtain the most thorough and candid assessments from other professionals. Our process emphasizes soliciting these sources on the client's behalf.

The other hallmark of our work is the detailed reference checking necessary to substantiate or critique candidates' ability to deliver. We talk to peers, subordinates, and others who know best the skills and reputation of our candidates. Executive recruiting can be subtle and complex. It requires persistence and the ability to develop well-targeted networks of reliable sources willing to identify the best talent for a civic endeavor. In the end, our success stems from our ability to clearly present the appeal and challenges of a position, keep the confidences of both client and candidates, evaluate candidates against objective criteria and the subjective requirements of the City, and persuade the best person(s) to take the job(s).

We recruit nationally. To date, Bennett Yarger Associates has recruited professional leadership for public organizations in 34 states. This, coupled with the geographical distribution of our candidates, demonstrates our skill at networking across the country. We get results. We guarantee that we will complete a search to your satisfaction regardless of the time and effort required. We are committed to aiding our clients in diversifying their senior ranks, and over the life of our firm, nearly half of the candidates hired as a result of our searches have been women or people of color. We work with an extensive network of individuals and professional organizations as well as with our previous placements to assure a diverse candidate pool. We also warranty our work: if the person you hire does not work out within a year, we will reopen the search and replace the person for no additional professional fee.

Our search services feature:

- Designing a customized recruitment strategy to match the City's history and leadership patterns, current issues and future challenges;

- A calendar that starts immediately upon authorization to proceed, includes regular progress reports, and usually concludes within 90 to 120 days with the selection of a successful candidate;
- An extensive, narrative written profile of the organization's history and leadership patterns, current issues, and future challenges of the job;
- A recruitment process and approach that relies more upon aggressive networking than passive advertising;
- A targeted, diverse pool of qualified, proven candidates for interview;
- Comprehensive reference and background checking;
- Personal guidance that facilitates interviewing, the evaluation of candidates, decision making, and the negotiations with the candidate selected.

Here, then, are the details of our project approach to the scope of work, and what can come of a successful search.

- Method and approach to recruitment

We have a straightforward, structured search process. We adapt it to your requirements, and then ask you to join us as partners in its implementation. At each stage, we provide written materials, explanations, and training as needed. Although we will follow a clear strategic work plan and will closely monitor agreed upon tasks and goals, we also believe that, in the long term, results are most important, and have therefore included below many outcomes that a client may realize from our work.

The following Tasks and related narratives include Marketing; Sourcing; Assessment; Reference/Background Checks/Offer; and Consulting. Also included are a time/milestone schedule, pre-qualification procedures, final recommendation process, overall services and assistance that can be expected, reference to and approach and experience with workplace diversity, equal employment opportunity, and affirmative action.

Included is a detailed description of recruitment strategy and the process that will be used. A chronology/time schedule of tasks/events, completion date estimate, etc. is also included. Examples of recruitment brochures are included in the Appendix.

Task One (I): Understanding the Assignment & Marketing

We begin each search with an intentionally simple question: "How would you know -- a month, a year or five years after you hire someone -- that you had hired the right person?" Most clients know in the first 90 days if a new hire will survive and succeed. We need to understand both the explicit and implicit standards shared by the organization.

To answer that important question, we would meet first with the administrative leadership of the City, City Manager, Human Resources Director, agency or department, key employees, and

sometimes the principal users of the City's services. We want to understand the culture of the City, the expectations of the key stakeholders that surround it, and the strategic goals that the organization and its participants have for the new hire. We interview as many stakeholders as possible, exploring with them the measures of future success in the role.

We then ask all involved to clearly identify the objectives that the new hire(s) will be expected to accomplish over time. When you pick a person, you pick a path. Therefore it is very important for us both to know the intended path as we design the search and marketing.

At the conclusion of these interviews, we summarize in a comprehensive Profile and Challenge Statement for your review and modification our understanding of the City and specific Department and organization needs, the strategic challenges of the particular job(s), and as a result, the personal and professional characteristics of the ideal candidate(s). This process often helps to build a consensus within an organization about its direction and what is expected of new people. It also helps to ensure that we have the same understanding as we begin to network for prospective candidates, and that we can effectively represent you and the position(s) being recruited. We are known for our ability to help clients truthfully and positively define the challenges of the position(s) being recruited in a manner that provides insight into actual priorities, thereby focusing the recruitment toward candidates who are most capable of doing the job and aiding us in persuading them to pursue the position(s).

An overall recruitment plan is developed including preparation and placement of advertisements, and networking/referral source identification.

Typical Outcomes:

- Clarify or refocus the strategic direction of an organization or department.
- If necessary, assist in the process of organizational review, change and direction of the department or organization.
- Identify differences in the expectations of key stakeholders, for the position(s) or for the organization as a whole, and build consensus where possible.
- Develop a specific set of objectives for the position(s) that can be used to: (1) gauge whether candidates have comparable accomplishments, and (2) serve as a framework for subsequent performance evaluations of the person hired.
- Examine the implicit values and internal cultural norms of a workplace to: (1) grasp the intangibles of personal fit and management style currently; and (2) frame the challenge of diversifying leadership in the organization.

- Prepare an extensive profile of the challenges and opportunities facing the hiring organization, and the criteria and expectations for a successful candidate. The process focuses the organization on developing a statement to which all stakeholders can subscribe. The product enables us to confidently present and effectively promote the position(s) to our sources and to potential candidates.
- Establish an aggressive recruitment plan that includes the best possible use of advertising, web-based resources, and strategic networking.

Task Two (II): Development of a Search Strategy, Marketing & Sourcing

In this phase of our work, we seek to answer the question: "What experience would prepare a candidate for the challenges that are inherent in this role?" We frame that question for you, for ourselves, and for an ever-growing array of sources in the field, in related organizations and consulting firms, and in the business and nonprofit sectors more broadly -- over and over throughout the networking phase of the search. We present to you an initial Search Plan for your review and authorization, but together we will refine and modify it as the work progresses.

Although we will use selective hard copy and electronic media advertising that is relevant to each executive search/position being recruited, we do not rely on professional announcements alone to generate applicants. Utilizing our own automated data base, the Internet, resources from past recruitments, and arduous telephone networking, we are able to quickly develop a pool of qualified candidates.

Many of the people we will identify are busy and successful in their work and are not looking for another assignment. To attract them, we will stress the unique challenges of this opportunity, working closely with you to develop this portion of our presentation.

During the course of the networking phase of our work, we want to speak with you regularly in order to discuss our progress and scope of the search. We want to reach agreement with you in advance on the schedule and the best way to conduct this exchange.

Typical Outcomes:

- Develop a pool of candidates that is more than applicants, by aggressively seeking out the best people in the field whether or not they are looking for a new job, and persuading them to consider the opportunities available with the City of Peoria.
- Seek out unconventional candidates, not just those who do similar work currently, by looking into related fields and to those who have met similar challenges in other sectors or venues.

- In doing both of the above, explore fully the distinct networks that more readily yield good candidates who bring diverse experiences and include women and people of color.

Networking and Screening of Prospective Candidate(s)

Once we have identified target networks and organizations, we canvass them to find candidates who match your requirements. We then will want to know the nature and magnitude of their work, and what measure of success they have achieved, that might prepare them for this position(s). At this stage we are also reviewing initial materials submitted by applicants, and conducting preliminary screening interviews.

Our firm is committed to aiding our clients in diversifying their senior ranks, and we have established substantial networks among women and people of color at the senior levels of government, nonprofit organizations, and corporations. These personal and organizational networks are distinct and sometimes difficult to access, so the effort may take longer, but when our clients agree to support this commitment, the results are highly rewarding. Because we are experienced, consistent, and thorough about seeking all of the available talent, our clients are assured extensive consideration of people of color and women as candidates.

Over the life of our firm, over half of the candidates hired as a result of our searches have been women or people of color.

During the course of this networking phase of our work, we will want to coordinate with you regularly in order to keep you up-to-date on the progress and scope of the search.

Our ongoing work in all sectors enables us to search systematically and reliably for talented people. By the conclusion of our networking and sourcing, we will have reviewed an extensive pool of potential candidates and narrowed to a smaller group of leading candidates. Ultimately, we expect to attract between 8 and 12 serious qualified candidates per search through networking and nomination, as well as candidates attracted through advertising.

Typical Outcomes:

- Develop a pool of candidates that is more than applicants, by aggressively seeking out the best people in the field whether or not they are looking for a new job, and attempting to persuade them.
- Seek out unconventional candidates, not just those who do similar work currently, by looking into related fields and to those who have met similar challenges in other sectors or venues.
- In doing both of the above, explore fully the distinct networks that more readily yield good candidates who are women and people of color.

- Examine internal candidates by the same standards and process by which external candidates are evaluated, avoiding both unfair doubts or advantages and the allure of the comfortable and familiar choice.
- Ensure thoroughness overall, leading to the confidence that, as we together narrow the pool, we are choosing from among the best talent available.
- Engage our client in what we are learning about the field, and in shaping our understanding of what is most important in candidates so that we stay on track.

Task Three (3): Assessment, Interviewing, Identification of Finalists, and Reference/Background Checking

Through interviews, we learn a candidate's history to measure whether this person has encountered challenges that are analogous in scale to the specific job. We track the individual's career, ascertaining in each successive role why the person was hired for that particular position, what he or she discovered, who they answered to and interacted with, what ideas were essential to success, what conflicts erupted, and how the candidate measured results. When we walk precisely through a person's career, we begin to see patterns, both in what candidates avoid and what they embrace. We treat these as predictors about how the candidates will perform in the future.

Following resume and telephone screening of a considerable number of candidates, we typically, conduct detailed interviews with between ten and twenty candidates. From that group, we will work closely with the City to narrow the pool to approximately four to six semifinalists for each position to be interviewed by the City. While we are prepared to recommend finalists, we strongly suggest that our client review all the semi-finalist candidates, question us at length, and make an informed choice of whom to interview.

We then conduct preliminary reference checks; secure writing samples, and submit written comments on the most promising candidates to the decision-makers. When our clients hire us, they seek assurance that the hire we recommend will succeed. The capacity to provide that assurance is at the core of this practice.

To aid our client in preparing for finalist interviews, we review the challenges and criteria for the position(s) as outlined originally. We provide written and oral guidance on the interview process as desired. Where group interviews are required, we frequently participate as an observer and facilitator and are available to answer questions and assist in evaluations. If it is useful, we can help structure the discussion, suggest questions, and offer a format for comparison that can help in final selection. We are always prepared to offer our opinions, but we believe the final choices are the client's to make. We have also assisted in and conducted assessment centers and

consulted on other screening tools and processes.

Typical Outcomes:

- Preserve our client's good reputation by (1) acknowledging all applications and nominations, (2) keeping prospective candidates advised of their status, (3) handling rejected candidates with consideration, (4) informing important sources on the progress of the search, and (5) ensuring courtesy and confidentiality in our communications throughout.
- Develop a pool sufficient to yield eight to twelve candidates through personal interviews and preliminary reference checking. We then work closely with you to narrow this group to four to six finalists to be invited in for client interviews.
- Reveal and present those candidates as a coherent whole, assessing issues of character and disposition as well as knowledge and skill in determining who is likely to be a suitable candidate, and gauging their balance of knowledge, experience, ability, drive, and organizational savvy in relation to the requirements of the job.

Task Four (4): The Final Choice – References/Background Checks/Offer

Even if interviews are comprehensive, they should not be the sole barometer. In order to test the hypotheses we and you together develop from our interviews, we then conduct extremely thorough reference checks and background verifications on the finalists. We speak with an array of employers, professional peers, subordinates, and others, systematically probing with key references the questions that linger about each candidate. You get to read a faithfully edited verbatim of each of those conversations before making a final choice. Educational, credit, and criminal background checks will be performed as legally permissible on the finalist or finalists.

A good search may occasionally be difficult to close. If there are several strong candidates whose strengths and weaknesses are known in detail, making the final choice can be quite complex. Alternatively, some candidates may require further persuasion to leave jobs they already enjoy, or their families to embrace a relocation.

If finalists are invited back for a second round, we help to structure their visit both to enable the candidate (and sometimes their family) to gain more comfort with the attractions and challenges of this opportunity, and the client a second and deeper chance to examine the candidate.

We believe the final choice is the City's to make. We will you make a well-informed choice by framing what we have together learned about the candidates in the context of the job(s) and specific requirements.

We are also frequently asked to play an important role in the final negotiation of terms of employment and compensation with the successful candidate(s). While we firmly believe the final choices are yours, we are able to draw out the interests of both parties in a detail they may not want to share with each other, and to suggest mutually satisfactory options. Thus, we can help to establish the framework for the negotiations, clarify issues, and firm up the requirements of the employment relationship. We are also prepared to take part in the actual conversations between the candidate, candidate's family and client if asked.

At the end of the search, all applicants will be appropriately notified of the result.

Typical Outcomes:

- Answer through experience, not conjecture, what we and our clients most want to know about the finalists, by questioning in depth people (both on and off a candidate's list) who have experience with their work.
- Confirm the finalists come with no skeletons in the closet, no unpleasant revelations lurking, and no subsequent surprises in the newspaper.
- Enable both you and the final candidate(s) to confidently make an informed decision.
- Overcome any lingering inertia on the part of the chosen candidate(s), by persuading them of the compelling opportunities and challenges of the job, and by aiding their family(ies) in dealing with the complications and stresses of a transition.
- Mediate as needed your negotiation of a compensation package and terms of employment with the final candidate, notably by gleaning those factors that either party may legitimately want kept confidential, and by suggesting solutions and alternatives.
- Summarize for both you and the person(s) hired what we have learned in the course of the search about the organization's work in the context of the field.
- Ensure that the person hired will fit, will succeed, and will stick.
- Warranty that if they don't, we will find someone who will, for no additional fee.

Task Five (V): Consulting

As noted earlier in this proposal, although Bennett Yarger Associates is primarily known as a

leading executive search firm, we have long provided other general and specialty management consulting services, including management audits, organizational development, public safety, strategic planning, assessment centers, leadership development training, performance management, executive coaching, human resources management and classification and compensation studies. We have worked with hundreds of clients nationwide in almost 2,000 engagements. These services are provided on either a fixed per project cost basis or occasionally on an hourly rate basis. We would be happy to provide additional details as requested.

C. BYA EXPERIENCE/PROJECTS

- Bennett Yarger Associates Experience

We have conducted many hundreds of successful searches for the public sector including over one hundred (100) executive searches for City/County Managers and Deputy City/County Managers.

Bennett Yarger Associates consultants have conducted over one thousand (1,100) successful searches for numerous public entities.

Individual searches have ranged from an average of about \$19,000 to \$50,000. Clients for whom we have done multiple searches are billed on an individual search by search basis, although totals have reached as much as \$150,000 to \$200,000 in some cases. The duration of individual search contracts is usually 3-6 months. Master Contracts have usually been for 2-5 years with annual renewals. Project Team Member information is attached as Appendix A; a sample Client List is available in Appendix B; and References are included in Appendix C. Features of the program/search process are detailed in the proposal text above under Project Approach.

A sample of professional, executive position categories of service for which Bennett Yarger Associates has successfully recruited include:

Planning/Development

- East Bay Municipal Utility District (EBMUD-CA) - Assistant Chief Engineer, Planning; Port of Oakland (CA) - Director of Capital Projects; City of Pasadena (CA) - Director of Capital Projects; City of Richmond (CA) - Planning Director and Director of Community & Economic Development; University of California San Francisco (UCSF - CA) - Vice Chancellor for University Advancement & Planning; City of Boston (MA) - Deputy Commissioner for Policy and Planning; MassPort (MA) - Director of Planning & Development; Metropolitan Area Planning Council (MA) - Executive Director; Massachusetts Community Development Finance Corporation (MA) - President; State of Michigan (MI) - Sr. Deputy Director for Planning, Transportation; Metropolitan Transportation Authority (NY) - Director of Planning; Port

Authority of New York & New Jersey - Director of Planning & Development; City of Charlotte (NC) - Director of Planning, Miami Valley Regional Transit Authority (OH) - Director of Strategic Planning; City of Richmond (VA) - Director of Economic Development and Building Commissioner; District of Columbia (WA DC) - Director Office of Planning; etc.

Support Services, including General Services, Finance, Budget, Procurement, Human Resources

- Bay Area Rapid Transit (BART-CA) - Labor Relations Representative & two (2) Personnel Analysts; Contra Costa County (CA) – Assistant CAO & Human Resources Director; City of San Jose (CA) - Director of Negotiations; City of Richmond, (CA) – Assistant City Manager - Human Resources Director; California Pacific Medical Center (CA) - Grants Administrator; City of Oakland (CA) - Finance Director; East Bay Municipal Utility District (EBMUD-CA) - Manager of Employment; Port of Oakland (CA) - Manager of Financial Planning & Analysis; San Mateo County (CA) - Employee Relations Manager; University of California San Diego (UCSD) - Director of Capital Planning & Budget; University of California Los Angeles (UCLA-CA) - Director of Materials Management/Purchasing; Ventura County (CA) - Deputy County Executive Officer for Risk Management; Augusta-Richmond County (GA) - Finance Director; City of Boston (MA) Director of Finance & Administration, Transportation Department; Commonwealth of Massachusetts - Director Office of Employee Relations; (Harvard University (MA) - Director of Labor Relations; Michigan State University (MI) - Director of Human Resources Development; State of Michigan (MI) - Director Office Services Management & Budget, Commissioner of Revenue, Chief Deputy Treasurer, State Purchasing Director, Director Property Management, Director, Office of Retirement Systems; Ford Foundation (NY) - Program Investment Officer; International Center for Integrative Studies (NY) - Chief Financial Officer; City of Cincinnati (OH) - Budget & Evaluation Director; Ohio Police and Firearms Disability and Pension Fund (OH) - Executive Director; City of Austin Employees Retirement System (TX) - Executive Director; Dallas Area Rapid Transit Authority (TX) - Director of Minority Business Enterprises; San Antonio Water System (TX) – Vice President Human Resources; Bon Secours Health System (VA) - CBO Executive & VP Credit & Collections; City of Richmond (VA) - Director of Finance, Director of Budget & Strategic Planning; AMTRAK (DC) - VP for Human Resources and Sr. Director, Leadership & Organizational Change; District of Columbia (WA DC) - Director of Labor Relations and Collective Bargaining; MAXIMUS (VA) - St. Louis Airport/Unison - Director Program Finance; Washington Metropolitan Area Transit Authority (WA DC) - Director of Procurement, etc.

City/County Manager/Deputy and Assistant Manager

- City of Richmond (CA) – City Manager and Assistant City Manager; Ventura County (CA) - Deputy County Executive Officer; City of Hartford (CT) - City Manager; Augusta-Richmond County (GA) - Administrator; City of Dayton (OH) - City Manager; City of Boston (MA) - Mayor Elect Transition Team & Deputy Commissioner for Policy and Planning; City of New Haven (CT) – City Manager/CAO; City of Dover (DE) – City Manager; City of Auburn (LA) –

City Manager; Town of Concord (MA) – Town Manager; Town of Manchester-by-the-Sea (MA) – Town Administrator; Town of Southbridge (MA) – Town Manager; Town of West Springfield (MA) – CAO; City of Kalamazoo (MI) – City Manager; City of Saginaw (MI) – City Manager; County of Kalamazoo (MI) - County Administrator/Chief Administrative Officer; City of St. Charles (MO) – City Manager; City of Concord (NH) – City Manager; Town of Salem (NH) – Town Manager; City of Summit (NJ) – City Administrator; City of Peekskill (NY) – City Manager; City of Rye (NY) – City Manager; City of Watertown (NY) – City Manager; Village of Hastings-on-the-Hudson (NY) – Village Manager; City of Brunswick (OH) – City Manager; City of Dayton (OH) – City Manager; City of Ashland (OR) – City Administrator; City of Medford (OR) – City Manager; Town of Barrington (RI) – Town Manager; City of Greenville (SC) – City Manager; City of Spartanburg (SC) – City Manager; City of Corpus Christi (TX) - Deputy City Manager; City of Eau Claire (WI) – City Manager; City of Richmond (VA) - Deputy City Manager, Administration and Deputy City Manager, Operations; City of Green River (WY) – City Administrator; and nearly 100 additional successful City Manager searches. Some other Chief Administrative Officer searches include: AC Transit (CA) - General Manager; East Bay Municipal Utility District-EBMUD (CA) - General Manager; Los Angeles Superior Court (CA) - Executive Officer; Capitol Region Council of Governments (CT) - Executive Director; Connecticut Conference of Municipalities (CT) - Assistant Director; Chicago Transit Authority (IL) - Sr. Deputy Executive Director; Massachusetts Bay Transportation Authority (MA) - General Manager & CEO; Massachusetts Community Development Finance Corporation (MA) - President; and many others.

Public Safety

- Numerous Police and Fire Chief searches as well as other public safety staff and Assessment Center design and operations. Sample searches include: Police Chiefs for the City of Olathe (KS); City of Gardner (MA); City of Pittsfield (MA); Town of Barnstable (MA); Town of Chatham (MA); Town of Southbridge (MA); Town of Westport (MA); City of Blue Springs (MO); City of Laconia (NH); Town of Salem (NH); City of Rye (NY) - Police Commissioner; County of Summit (OH) - Director of Offender Services; City of Medford (OR); and Fire Chiefs for: City of Joliet (IL); City of Peoria (IL); City of Northampton (MA); Town of Dennis (MA); Town of Foxborough (MA); Town of Ipswich (MA); Town of Winchester (MA); City of Ann Arbor (MI); Maryland Heights Fire Protection District (MO); and the District of Columbia.

Health and Social Services

- Health Partners of Southern Arizona (AZ) - Director of Senior Services; California Special Olympics (CA) - Executive Director/CEO; County of Alameda (CA) - Assistant Agency Director, Welfare; Contra Costa County (CA) - Assistant Health Agency Director for Mental Health and Director Substance Abuse Programs; Los Angeles County (CA) - Chief Medical Examiner, Medical Director County Health Services, Chief, Alcohol & Drug Programs; American Family Care/Molina Medical Centers (CA) - Vice President/Corporate Medical

Director, Associate Medical Director for Quality Resource Management; Monterey County (CA) - Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, etc for Monterey County Hospital System/Natividad Medical Center; Riverside County (CA) - Chief Executive Officer/Administrator, Riverside Regional Medical Center; Sacramento County (CA) – Director Health Systems Agency; Project Open Hand (CA) - Chief Executive Officer, Chief Development Officer, Comptroller and Director of Volunteers; State of Illinois (IL) - Deputy Director State Department of Public Health; Baptist Health Care System (KY) – VP of Managed Care & System Chief Operating Officer; Open Society Institute (MD) - Sr. Program Officer for Workforce Development; Commonwealth of Massachusetts - Commissioner, Department of Social Services and Chief Medical Examiner; State of Michigan - Director, Family Independence Agency, Project Director, Child Support Enforcement, Chief Executive Officer, Community Public Health Agency, Chief Medical Officer, Department of Corrections, Federal Liaison, Family Independence Agency, Director, Community Service Commission; the Wallace Foundation (NY) - Program Officers, Director of Evaluation, Sr. Evaluation Officer, Communications Officer; the Pew Charitable Trusts (PA) - Evaluation Officers; City of Corpus Christi (TX) – Director of Public Health; City of Alexandria (VA) - Director, Human Services, and Chief Social Worker Supervisor; District of Columbia (WA DC) - Director, Department of Human Services, Director, Public Health, Director of Social Services, Director, Child Welfare Services, Commissioner of Mental Health, Chief Operating Officer, Department of Health Services; etc.

Information Technology

Los Angeles County (CA) Department of Water & Power - Director of Telecommunications; City of Oakland (CA) - Director, Office of Corporate Information Services; City of Pasadena (CA) - MIS Director; City of San Diego (CA) - Executive Vice President/CEO San Diego Data Processing Corporation, Director Consulting, and Director of Marketing; City of Torrance (CA) - Director Information Systems; Metropolitan Water District of Southern California (MWD) - Assistant Director, Information Systems and Manager/Director User Services; Port of Oakland (CA) - MIS Director; Stanislaus County (CA) - Chief Information Officer; University of California Los Angeles (UCLA-CA) - Systems/Network Manager; Palm Beach County (FL) Director of Communications; State of Michigan -Chief Information Officer, Michigan State Police, Chief Information Officer, Transportation, Director of Technical Acquisitions, and Chief Information Officer Family Independence Agency; City of Kansas City (MO) - Director, Office of Technology & Information Services; New York State Office for Technology (NY) - Chief Information Officer; Metropolitan Government of Nashville & Davidson County (TN) - Manager of User Services; City of Seattle (WA) - Chief Technology Officer and Chief Information Officer for the Seattle Municipal Court; State of Washington - Director of Information Services; City of Dayton (OH) - Chief Information Officer, etc.

Other

Many other successful searches in Public Works, Engineering, Parks & Recreation, Library Services, Legal Services, Transportation, Utility, and Water Districts, Airports, Foundations, etc. A few examples include: Los Angeles County (CA) - Executive Director Superior Court; Chicago Transit Authority (IL) - Sr. Deputy Executive Director/COO for Transportation; Boston Housing Authority (MA) - Chief Executive Officer; City of San Diego (CA) - Executive Director Housing Authority; National Association of Housing & Redevelopment Officials (NAHRO)(VA) - Executive Director/CEO; University of Maryland (MD) – Director of Engineering Consulting Services; Fuller Art Museum (MA) – Director of Development; City of Richmond (CA) – City Attorney; Commonwealth of Massachusetts - Inspector General; City of Richmond (VA) - Director of Public Utilities; District of Columbia (WA-DC) - Director of Consumer Regulatory Affairs; the Rockefeller Foundation (NY) - Director, Health Sciences; Ford Foundation (NY) – Program Officers; Wallace Foundation (NY) – Director of Evaluation; Pew Charitable Trusts (PA) – Evaluation Officers; (City of Wichita (KS) – Deputy Director Park & Recreation; Port of Seattle (WA) - Executive Director and Director of Aviation; Reading Regional Airport (PA) – Executive Director; Florida Black Business Investment Board (FL) - Executive Director; Broward County (FL) – Deputy Director of Aviation, etc.

A representative Bennett Yarger Client List is also attached Appendix B. A sample list including more details on some specific searches are also included. All searches on the detailed list lasted between 60 and 120 days on average and resulted in placements. We would be happy to provide specific details as requested.

D. STAFF ASSIGNMENTS AND EXPERIENCE

- Qualifications/Names and Resumes of Recruitment Staff

Our team for this engagement has worked together on many similar engagements, and brings to this project a combination of background and skills vital to the requirements of the City of Peoria. The overall Project Managers will be Richard T. Bennett, and Robert L. Neher, assisted by Frank Culross, Ned Rightor, Richard Kobayashi, and others. See Appendix A - Project Team for Bio information. Our executive search staff are all professionals, each with extensive management background as key executives in public and nonprofit organizations.

Because all our principals and staff have had successful careers in those arenas, we bring to our clients not only our expertise in recruiting for the civic sector, but our experience as managers as well. The recruiters to be assigned to this work have significant personal experience recruiting a range of executive and administrative leadership for a broad range of clients. Thus, we begin with an established set of comparable relationships that enable us to rapidly and reliably reach talented people.

Richard Bennett and Robert Neher will share responsibility for the overall management of all

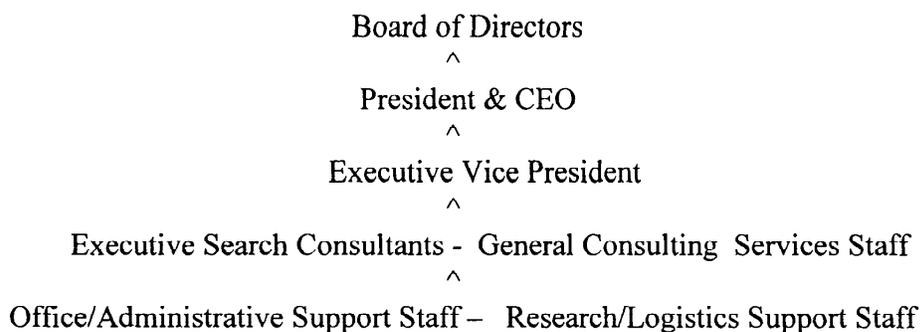
searches. Robert Neher or Richard Bennett will be the primary on-sight consultants for the City of Peoria for the searches approved. Additional individual Bennett Yarger staff will be assigned based upon the specific search and criteria established jointly with the City.

Richard Bennett has over thirty years, and Robert Neher has over twenty five years experience recruiting and consulting in the above areas. They and other members of Bennett Yarger Associates also have considerable experience working with and providing a diverse pool of candidates to their clients.

All searches conducted by Bennett Yarger Associates and the management and supervision of any and all staff providing services to the City will be provided by either Robert Neher (Executive Vice President), or Richard Bennett (President) of Bennett Yarger Associates. Both are Principles of the firm.

Bennett Yarger Associates was established in 1981, initially as Bennett Associates and changed to Bennett Yarger Associates in 2003/2004 with the acquisition of Yarger Associates (founded in the 1950's). Total employees range from 8-10. The Project Team proposed for this project and summary resume information is included in Appendix A.

The organizational chart and business structure of Bennett Yarger Associates is as follows:



E. COST/FEE SCHEDULE/ PROPOSAL

As a retained recruiter, Bennett Yarger Associates charges its clients a previously agreed upon professional fee for search engagements, plus direct expenses. We do not provide contingency recruiting services.

The fee for a full search is based on a flat fee. Direct expenses are also charged. These expenses

are capped with a not to exceed limit ranging usually between \$4,500 and \$6,000 depending on the level of the search including regional or national focus. Multiple searches conducted at the same time also reduce the individual search expenses considerably. Direct expenses include such items as advertising, communication costs, printing, administrative support services, and travel for our project team members to meet with you and interview candidates, etc. consistent with your standards and approval process. We would be happy to provide any additional details you may require.

A typical high level search (Executive/Senior Management, etc.) will have a fixed professional fee of \$17,500 to \$19,000. Other positions (generally with annual compensation less than \$115,000) will have a fixed professional fee of \$15,500. If multiple searches are conducted the individual search fee will be reduced to \$13,500 per search. We do not bill executive search on an hourly rate. Typical Phases of the search process, however, would include: Phase I - Candidate Profile, Recruitment & Timeline; Phase II - Active Recruitment; Phase III- Candidate Identification and Selection. If, however, you require a further breakdown, we will be happy to provide you the details.

Executive search does not mean executive class. A national search is conducted with computers, telephones, and airplanes, so it favors no locale, and we endeavor to keep expenses - the most significant of which is travel - to a minimum. Where possible, we schedule our trips to accommodate several clients at once, thereby reducing individual client cost while reducing their travel expense to you. We are willing to work within a reasonable cap on direct expenses.

We will bill you monthly at cost for direct expenses necessary to successfully complete the search, including long distance telephone calls, facsimile transmissions, postage, photocopying, administrative support services, meals, travel, lodging, advertising and other necessary and proper costs. These shall be advanced by BYA and reimbursed by the City of Peoria upon the presentation of receipts and an itemized statement. Direct expenses can be capped pending negotiations.

Reimbursement of candidates' expenses will be your responsibility, and we will arrange to have these expenses submitted to you for direct payment.

We begin work when a signed Engagement Letter is returned to us. Unless there are special circumstances, payment would be due within 30 days of the statement date. Retainers paid to BYA shall be non-refundable.

Bennett Yarger Associates shall act at all times in an attentive, ethical and responsible manner in support of the interests and goals of the City and to the benefit of its image with candidates, competitors, and members of the general public.

We guarantee you that we will identify and recruit highly qualified candidates for this position, regardless of the time and effort required, and that we will complete the search to your satisfaction. You commit, in return, to respond to our inquiries and candidates in a timely manner, to pay our bills promptly, and to provide honest guidance to us in the course of the search on both criteria and candidates.

If you hire a candidate whom we have found and recommended, and if within twelve months from the date of hire you choose to terminate that person for any reason except disability or the person leaves for any reason except death, disability, military, or a national emergency, we will reopen this search and replace the person for no additional professional fee. The only charge to you would be for direct expenses as outlined above. We offer this warranty provided that you request such a process within 30 calendar days of the hire's termination or resignation.

If, in the course of this search, we introduce you to a person whom you hire for another position within twelve months of the closing of this search, we will bill you another 75% of the retained fee for this recruitment.

In the event it becomes impossible or unnecessary for Bennett Yarger Associates to complete a search, due to supervening circumstances beyond the control of either party or at your choosing, Bennett Yarger Associates shall be discharged from this Agreement and the City of Peoria shall owe us nothing beyond the retainer installments accrued since the start of the contract and any as-yet-unreimbursed expenses incurred.

F. WORK PLAN & SCHEDULE

While human beings and their decisions about career choices are not easily programmed, the following chart reflects a realistic assessment of the time required for completion of the various phases of a typical search. We report biweekly as indicated unless otherwise directed. Ultimately, we commit to providing the professional time required to successfully complete a recruitment to your satisfaction.

Typically, we will deliver a written Profile/Recruiting Brochure within approximately three weeks of the start of a search, and in addition to regular weekly verbal reports, will also produce a written Progress Report that includes information on the leading candidates at about the sixth or seventh week. A written Report on finalists will be provided to the City prior to candidate interviews at the City. This would include reference and other related checks such as education and licenses/certifications and is typically delivered approximately three weeks following feedback from the City on the Progress Report. A detailed background check including

criminal, department of motor vehicles, credit, etc. will be conducted on the finalist(s) unless the City chooses to conduct it's own investigation.

WEEK: 1 (2) 3 (4) 5 (6) 7 (8) 9 (10) 11

Phase I: _____

Understanding
the Assignment
Deliver Profile
Letter



Phase II: _____

Networking and
Screening of
Prospective
Candidates



Phase III: _____

Interviewing and
Reference Checking
Client Interviews



Final References



Phase IV: _____

The Final Choice
Offer*
Acceptance*



* Depending upon you and the candidate

We begin work within 5 days or less of receiving a signed authorization to proceed. At the beginning of the engagement, a detailed recruitment strategy will be prepared and submitted for your approval. Based on past experience, we can generate a preliminary pool for your review in the first six weeks and a final pool for your interview within the next four. Closing the search will, of course, depend upon you and the candidate(s) selected for hire.

For some multiparty organizations, the initial consultations and final decision making may be

unusually complex and time consuming. Because recruiting is ultimately a "people business" involving many personal schedules, the usual setbacks to an orderly timetable involve delays caused by vacations and holidays, travel glitches, and conflicting professional demands that inhibit the availability of the parties.

G. OVERALL FIRM AND STAFF PROJECTED WORKLOAD

This has been addressed as part of item D. above. In addition, every individual search for the City of Peoria would have an assigned manager (usually Richard Bennett or Robert Neher), as well as one or more technical managers/consultants (e.g. safety, finance, public works, etc.), an assigned researcher, and an administrative support person. The overall contact and manager for a master contract with the City of Peoria would be Robert Neher. We always work as a team which assures that more than one staff person is also familiar with your search/positions and ensures that if anything should happen to a single member of the team, your search(es) will still continue on schedule. We also monitor work load so that no single member of the team is "over booked" with assignments/clients.

H. ANTICIPATED CITY INVOLVEMENT

This has already been addressed throughout the proposal. We work as a "partner" with the City and City management and Staff. BYA will spend a great deal of time meeting with and requesting input from key City representatives, and other stakeholders in the initial phases of the searches. We will ask for your assistance in pulling together budget, strategic documents, benefits, community and department information to assist us in the preparation of the recruitment profile/brochure and ask you to participate in the strategy and planning of the searches.

We will also be asking for your comments and feedback throughout the process and in response to the regular status reports and Progress Report (Leading Candidate Report). In addition, we will be asking you to keep us informed of any changes in direction or anticipated actions within the City that might change the scope or duties of the positions being recruited as well as participate in the review of Final Candidates as part of the Final Interviews and to make a timely decision with regard to candidate offers.

I. ADDITIONAL DATA SUPPORT

Candidate reports will include summary data as well as resumes, compensation and related information. Final reports will also include reference/evaluations, sample interview questions, interviewing and selection tips, and rating/interview forms and materials. News article checks, education and certification/license verifications, credit/criminal and related background checks will

also be conducted as appropriate. BYA will also assist onsite at Final Interviews, coordinate logistics for the interviews, and lead or assist in negotiations.

The major services of our firm are:

- **Executive Search.** Bennett Yarger Associates has developed a specialized executive search practice in board-driven organizations. We are frequently retained by city, county, and state governments, public authorities, hospitals, educational institutions, human service groups, public non-profit, and advocacy organizations specifically because we understand the unique nature of their public missions. We are successful because we identify candidates whose strong business orientation in the management of these entities is coupled with a personal commitment to public service.
- **Organization Management.** We perform studies that provide executives, administrators, and policy board members with the tools they need to improve organizational performance. Further, we prescribe solutions, design new practices, and provide specific services that help bring about those performance improvements. Our clients use the results of our work to make a multitude of daily operating and financial decisions.
- **Human Resources.** We offer comprehensive personnel management services including the design and installation of job evaluation systems and compensation plans, analysis of benefit plans, preparation of policies and procedures, and performance appraisal systems, assessment centers, performance & quality management, growth management and economic development, strategic planning, diversity training, employee retention, and interim management.

APPENDICES

- Appendix A. Project Team/personnel
- Appendix B. Representative Client List
- Appendix C. Bennett Yarger References
- Appendix D. Sample Profiles/Recruitment Brochures (included with “original” proposal and additional samples)
- Appendix E. City of Peoria Notice of Request for Proposal Form and City of Peoria Questionnaire for Minority or Woman Owned Business Enterprise

Appendix A. Project Team

Richard T. Bennett, President and founder of the firm, brings more than 30 years experience as both a public administrator and consultant to civic and nonprofit organizations. For the first half of his career, he was a municipal official in three states; Michigan, Ohio and Massachusetts. For almost 20 years, he has provided retained executive recruiting and management consulting services to state and local governments, school systems and nonprofit organizations. During this period, Mr. Bennett co-owned The PAR Group of Chicago; Bennett, Isaacson Associates of Boston; and Boyer, Bennett & Shaw of Boston. He has actively recruited a wide variety of policy, executive, administrative and technical professionals. Mr. Bennett holds a Bachelor of Arts degree from Alma College and a Master of Public Administration degree from the University of Michigan. As the firm's Principal, he is responsible for all administrative matters.

Robert L. Neher is Executive Vice President for Bennett Yarger Associates. He has over 25 years of executive management and consulting experience and has conducted and managed numerous regional and national recruitments for the public and private sector clients. Previous Executive Recruitment experience includes having served as Executive Vice President of Intech Summit Group, Inc., as a Vice President of Norman Roberts & Associates, Inc., and as a Managing and Regional Director with MAXIMUS. Additional experience includes having served as Executive Director, National Consulting for Joint Commission World-Wide Consulting; and Vice President and Chief Executive Officer of Vista Management Services. Mr. Neher has also served as a County Human Services Agency Director and as a Deputy County Administrative Officer. His public sector clients have included numerous city, county governments, state government, utilities, education, and not-for-profit agencies and organizations. He received his Bachelor of Science degree from San Diego State University and a Master's degree from Occidental College. He was also an Economic Development Intern with the US Department of Commerce and a Fellow in Public Affairs with the prestigious CORO Foundation. He is a current and past Board member, officer, diplomate, and general member of numerous professional and community organizations, and is the recipient of many awards and honors for his teaching, business, and public service. Mr. Neher has authored articles and spoken before statewide, regional and national organizations on the subjects of operational management, managed care, integrated systems delivery, strategic planning, marketing, quality assessment and performance improvement, human resources management, diversity training, and executive recruitment and retention. Mr. Neher will serve as the primary on-site representative and overall Project Manager.

Frank Culross, Regional Director, has more than 35 years of experience in local government management in three states: Arizona, Michigan and New York. He served as the City Manager of two New York State cities, Rye and Ogdensburg, for a total of 30 years. During that period, he was elected by his colleagues to serve on the Executive Board of the International City/County Management Association (ICMA). His areas of expertise include strategic planning, organizational restructuring, leadership training, capital planning, cost of service review, collective bargaining and interim management services. Mr. Culross holds a Bachelor of Arts degree from Tufts University and a Master of Public Administration degree from the University of Arizona. He has personally recruited numerous Finance Directors. He will serve as a member of the team and assist in the assessment of candidates' capabilities in public finance, budget management and fund accounting.

Richard M. Kobayashi is a Senior Recruiter/Consultant with Bennett Yarger Associates. He has over 25 years experience in public sector management and consulting including service as a Senior Manager with the Massachusetts Water Resources Authority, Director of Planning and Development for the City of Lawrence, MA, Director of Program Development for the City of Malden, MA, and Deputy Assistant Secretary, MA for the Office of Communities and Development. Mr. Kobayashi has extensive experience assisting government, non-profit, and civic organizations improve their capabilities to plan and manage their missions. His particular expertise is in institutional strengthening and organizational development including strategic planning, recruiting, public administration, public finance, and planning. He has also worked as a facilitator and mediator. His consulting experience has focused on civic sector clients in the United States, Eastern Europe, and the former Soviet Union. His assignments have included recruitment and selection, classification and compensation, budgeting/finance/capital improvement programming systems, organizational development, economic/community development programs, and interim management. He received his Bachelor of Arts Degree in Economics at the University of Massachusetts, and a Master of Public Administration at Northeastern University. Mr. Kobayashi also holds a Certificate of Advanced Graduate Study in Dispute Resolution from the University of Massachusetts, and was a Loeb Fellow at Harvard University. He will serve as a member of the team and will assist in searches related to economic and community development, as well as other searches and consulting as appropriate.

Ned Rightor, Principal Recruiter, has been recruiting nonprofit executives and public managers for more than 20 years, working for a wide variety of public purpose organizations and institutions, government agencies and regional authorities, especially in transportation. He brings

a background in nonprofit management, public relations, political consulting and policy research. In addition to developing and evaluating the pool of candidates, he specializes in the in-depth reference checking required to verify their qualifications and articulate their qualities before they are recommended. Mr. Rightor holds a Bachelor of Arts degree from the College of Wooster and a Master of Divinity degree from Andover Newton Theological School. He will serve as a member of the team and assist in referencing, transportation and related searches.

Geri Connors has been with Bennett Yarger Associates for five years and her responsibilities include assisting in the development of recruiting materials, research related to identifying and recruiting qualified candidates, and conducting detailed reference inquires while assisting candidates and clients to navigate the complexities associated with the interview process. Other responsibilities have included logistics, scheduling, degree verification, and handling background investigations. She will assist with administrative support and research.

Susan Ruderman is a Senior Consultant with Bennett Yarger Associates. As a senior recruiter and researcher, she has been responsible for developing search strategies, networking, and candidate development. Prior to Bennett Yarger Associates, Ms. Ruderman was Vice President of Veritas Information Services where she performed online, print, and telephone research in support of funding sources for a variety of organizations. She has also served as Outreach Coordinator, Project Zero for the Harvard School of Education, Director of Research for Isaacson Miller, an Executive Search Firm, an Associate Director. Development Research at Harvard University, and a Research Analyst and Assistant Director of Campaign Systems at the Massachusetts Institute of Technology. Her education includes an undergraduate degree in Classics from Harvard College and a Master of Education from the Harvard School of Education. She will assist with research.

Appendix B. Representative Client List

Attached is a Bennett Yarger Associates Client List of Executive Recruitment Clients and Searches. A separate detailed list of General Consulting Clients is also available upon request.



Representative Client List

Executive Recruitment Clients Served by Current and Past Associates of the Firm

June 2006

ARIZONA	
City of Apache Junction <ul style="list-style-type: none">• City Manager	City of Oakland <ul style="list-style-type: none">• Director, Office of Corporate Information Services• Library Director• Finance Director
City of Phoenix <ul style="list-style-type: none">• Master Contract	City of Pasadena <ul style="list-style-type: none">• Director of Capital Projects• MIS Administrator (2)
Health Partners of Southern Arizona <ul style="list-style-type: none">• Director of Senior Services	City of Richmond <ul style="list-style-type: none">• City Manager• City Attorney• Assistant City Manager-Director of Human Resources• Executive Director, Housing Authority• Assistant City Manager• Planning Manager/Director• Community and Economic Development Director
Maricopa County <ul style="list-style-type: none">• Hospital Director/CEO	City of San Diego <ul style="list-style-type: none">• Executive Vice President/CEO, San Diego Data Processing Corporation• Director Consulting Services, San Diego Data Processing Corporation• Director of Marketing, San Diego Data Processing Corporation• Executive Director, Housing Authority
CALIFORNIA	
AC Transit <ul style="list-style-type: none">• General Manager	City of San Jose <ul style="list-style-type: none">• Director of Negotiations
Bay Area Rapid Transit <ul style="list-style-type: none">• Personnel Analysts (2)• Labor Relations Representative• Assistant General Manager for Engineering & Construction• Project Manager, Pittsburg/Antioch Extension	City of Torrance <ul style="list-style-type: none">• Theater Manager• Director of Information Systems
California Special Olympics <ul style="list-style-type: none">• Executive Director	County of Alameda <ul style="list-style-type: none">• Assistant Agency Director, Welfare
California Pacific Medical Center Research Institute <ul style="list-style-type: none">• Grants Administrator	East Bay Municipal Utility District <ul style="list-style-type: none">• General Manager• Chief Engineer• Assistant Chief Engineer, Planning• Manager of Employment
Contra Costa County <ul style="list-style-type: none">• Director of Environmental Health• Assistant Director of Mental Health• Director, Substance Abuse Programs• Assistant County Administrative Officer-Director of Human Resources	Kern County <ul style="list-style-type: none">• Director of Human Services
California Special Olympics <ul style="list-style-type: none">• Executive Director	Los Angeles County <ul style="list-style-type: none">• Chief Medical Examiner-Coroner• Director, Office of the Coroner• Medical Director, County Health Services• Associate Medical Director, Harbor UCLA• Director of Family Practice, Harbor UCLA• Chief, Alcohol & Drug Program• Chief Clinic Officer, LAC+USC
California Pacific Medical Center Research Institute <ul style="list-style-type: none">• Grants Administrator	Los Angeles Superior Court <ul style="list-style-type: none">• Executive Officer
Contra Costa County <ul style="list-style-type: none">• Director of Environmental Health• Assistant Director of Mental Health• Director, Substance Abuse Programs• Assistant County Administrative Officer-Director of Human Resources	Metropolitan Water District of So. California <ul style="list-style-type: none">• Assistant Director of Information Systems• Manager of User Services
City of Los Angeles <ul style="list-style-type: none">• Preferred Vendor• Director of Telecommunications, Department of Water and Power	Molina Medical Centers/American Family Care <ul style="list-style-type: none">• Vice President for Medical Affairs/Corporate Medical Director• Associate Medical Director for Quality Resource Management
City of Montebello <ul style="list-style-type: none">• Director of Parks and Recreation (partial)	Monterey County <ul style="list-style-type: none">• Chief Executive Officer/Administrator, Natividad Medical Center• Chief Operating Officer, Natividad Medical Center• Chief Financial Officer, Natividad Medical Center• Director of Public Works
	Paracelsus Healthcare Corporation <ul style="list-style-type: none">• Director/Manager of Development & Managed Care Contracting
	Port of Oakland <ul style="list-style-type: none">• Planning Manager• MIS Director• Manager of Financial Planning & Analysis
	Project Open Hand <ul style="list-style-type: none">• Chief Operations Officer/CEO• Chief Development Officer• Comptroller• Director of Volunteers
	Queen of the Valley & St. Helena Hospitals <ul style="list-style-type: none">• Executive Director, Hospice of the Napa Valley
	Riverside County <ul style="list-style-type: none">• Hospital Administrator/CEO, Riverside County Regional Medical Center
	Sacramento County <ul style="list-style-type: none">• Director of Medical Systems Agency
	San Mateo County <ul style="list-style-type: none">• Employee Relations Manager
	Sequoia Institute <ul style="list-style-type: none">• Director (President)• Chief Financial Officer
	Solano County <ul style="list-style-type: none">• Director, Health and Social Services
	Stanislaus County <ul style="list-style-type: none">• Chief Information Officer• Deputy Director of Public Works• Managing Director, Health Services Agency
	Summit Health <ul style="list-style-type: none">• Regional Director, Managed Care
	University of California System <ul style="list-style-type: none">• Executive Director Tobacco Related Disease Program
	University of California, Los Angeles <ul style="list-style-type: none">• System/Network Manager• Medical Center, Assistant Director of Materials Management/Purchasing• Executive Director, UniCamp
	University of California, San Francisco <ul style="list-style-type: none">• Associate Vice Chancellor for University Advancement & Planning
	University of California, San Diego <ul style="list-style-type: none">• Director of Capital Planning & Budget
	Ventura County <ul style="list-style-type: none">• Director of Behavioral Health Services• Deputy County Executive Officer for Risk Management
CONNECTICUT	
	Capitol Region Council of Governments <ul style="list-style-type: none">• Executive Director
	Channel 3 Country Camp <ul style="list-style-type: none">• Executive Director
	City of Hartford <ul style="list-style-type: none">• City Manager
	City of Meriden <ul style="list-style-type: none">• City Manager - Partial
	City of New Haven <ul style="list-style-type: none">• Chief Administrative Officer
	Community Foundation of Greater New Haven <ul style="list-style-type: none">• Executive Director
	Connecticut Conference of Municipalities <ul style="list-style-type: none">• Assistant Director

- Office Manager
- Chief Financial Officer

Town of Bloomfield

- Finance Director

Town of Darien

- Town Administrator

Town of Groton

- Town Assessor

Town of Killingly

- Town Manager (2)

Town of Manchester

- General Manager

Town of Newington

- Town Manager

Town of Plainville

- Town Manager

Town of Stratford

- Finance Director

Town of Putnam

- Economic and Community Dev. Director

Town of Rocky Hill

- Town Manager

Town of Wethersfield

- Town Manager

Town of Watertown

- Town Manager

DELAWARE

City of Dover

- City Manager

Delaware Transit Corporation

- Assistant Director, Statewide Support Services

FLORIDA

Broward County

- Deputy Director Aviation Administration/Operations (partial)
- Deputy Director Aviation Planning/Construction
- Master Contract
- Director of Finance Administrative Services

Columbia/HCA

- MSO Executive Director

City of Tamarac

- Finance Director

City of Tampa

- Director of Urban Redevelopment

Florida Black Business Investment Board

- Executive Director (partial)

Health Management Associates

- Reimbursement Consultant

Hillsborough Area Regional Transit Authority

- Executive Director

Our Kids of Miami-Dade/Monroe, Inc.

- President

Palm Beach County

- Director of Communications
- County Engineer

St. Leo University

- Associate Vice President of Finance

GEORGIA

Augusta-Richmond County

- Administrator
- Finance Director

ILLINOIS

Chicago Transit Authority

- Senior Deputy Executive Director for Transportation (COO)
- Senior Manager, Rail Maintenance

DMG-MAXIMUS

- Consultant H.R. Midwest Practice

State of Illinois

- Deputy Director, Department of Public Health

Village of Oak Park

- Village Manager

KANSAS

City of Olathe

- Chief of Police
- Chief Financial Officer
- Budget & Management Director

City of Lawrence

- City Manager

City of Wichita

- Director of Park & Recreation

KENTUCKY

Baptist Health Care System

- VP of Managed Care & System Chief Operating Officer

LOUISIANA

Elmwood Medical Center

- Director of Managed Care

MD Healthshares

- VP Marketing and Sales

MAINE

City of Auburn

- City Manager

City of Augusta

- Assistant City Manager for Administration and Finance (partial)

City of Bangor

- Airport Manager

City of Lewiston

- City Manager

City of Waterville

- City Administrator

Eastern Maine Electric Cooperative

- Plant Superintendent

Kennebec Water District

- Superintendent/Water Treatment

Maine Education Association Benefits Trust

- Executive Director

MARYLAND

Montgomery County

- Master Contract

Open Society Institute, Baltimore, MD

- Senior Program Officer for Workforce Development (partial)

University of Maryland Medical System

- Director of Engineering Consulting Services & Infrastructure Planning
- Director of Plant Management and Engineering
- Director of Site Operations, Kernan Campus
- Director of Access Management
- Medical Facilities Planner

MASSACHUSETTS

Boston Housing Authority

- Administrator (CEO)

Central MA Regional Planning Commission

- Executive Director

City of Boston

- Mayor-elect Transition Team
- Deputy Commissioner for Policy and Planning, Transportation Department
- Director of Finance and Administration, Transportation Department

City of Chelsea

- City Manager

City of Fitchburg

- Director of Employee Relations

City of Gardner

- Chief of Police

City of Lawrence

- Administrative Officer
- Planning Director

- Finance Director
- Personnel Director (2)
- Director of Public Works

City of Marlborough

- Finance Director

City of Pittsfield

- Chief of Police

City of Northampton

- Fire Chief

Commonwealth of Massachusetts

- Commissioner, Department of Social Services
 - Director, Office of Employee Relations
 - Chief Medical Examiner (2)
 - Assistant Medical Examiner
 - Inspector General
- Commonwealth Medicine**
- Director, State Laboratory Institute

State Laboratory Institute

- Director

Eldercare Charitable Foundation

- Director of Development

Fuller Art Museum

- Director of Development

Hampshire County

- County Administrator

Martha's Vineyard Airport

- Airport Manager

Harvard University

- Director of Labor Relations

Mass Audubon

- Sanctuary Director

Massachusetts

Turnpike Authority

- Communications Engineer

Massachusetts Bay Transportation Authority

- General Manager (CEO)

Massachusetts Land Bank

- Director of Devens Division

Massachusetts Community Development Finance Corporation

- President

MassPort

- Director of Engineering
- Director of Planning & Development

Metropolitan Area Planning Council

- Executive Director

Northeast Solid Waste Committee

- Executive Director

Northeast Public Power Association

- Executive Director (2)

Town of Arlington

- Town Manager

Town of Ashburnham

- Town Administrator
- Light Plant Superintendent

Town of Barnstable

- Chief of Police

Town of Bellingham

- Executive Secretary (CAO)

Town of Belmont

- Town Administrator
- Executive Secretary (CAO)

Town of Brookline

- Director of Retirement Services (partial)
- Director of Human Resources (partial)

Town of Chatham

- Chief of Police Assessment Center

Town of Charlton

- Town Administrator

Town of Cohasset

- Town Manager

Town of Concord

- Town Manager
- Chief of Police
- Personnel Director
- Light Plant Supervisor

Town of Dennis

- Chief of Police
- Fire Chief

Town of Douglas

- Administrative Assistant (CAO)

Town of Dracut

- Town Manager

Town of Duxbury

- Town Manager

Town of Easton

- Town Administrator

Town of Foxborough

- Fire Chief (partial)

Town of Framingham

- Chief Financial Officer

Town of Grafton

- Town Administrator

Town of Lunenburg

- Chief Administrative and Finance Officer

Town of Manchester-by-the-Sea

- Town Administrator (2)

Town of Hull

- Town Manager

- Town of Ipswich**
 - Fire Chief
- Town of Milton**
 - Town Administrator
- Town of Nantucket**
 - Finance Director
- Town of Needham**
 - School Superintendent
- Town of Northbridge**
 - Director of Public Works
- Town of Rowley**
 - Executive Secretary (CAO)
- Town of Seekonk**
 - Executive Secretary (CAO)
- Town of Southbridge**
 - Town Manager
- Town of Stoughton**
 - Chief of Police
- Town of Sutton**
 - Town Administrator
- Town of Wayland**
 - Town Administrator
- Town of Wellesley**
 - Executive Director
- Town of West Springfield**
 - Executive Secretary (CAO)
- Town of Westford**
 - Town Manager
- Town of Weston**
 - Town Manager (2)
- Town of Westport**
 - Chief of Police
- Town of Winchester**
 - Fire Chief
 - Town Manager
- Woods Hole, Martha's Vineyard, Nantucket Steamship Authority**
 - General Manager
- Workers Compensation Research Institute**
 - Director of Development

MICHIGAN

- City of Ann Arbor**
 - Fire Chief (partial)
- City of Battle Creek**
 - Kellogg Arena General Manager
- City of Farmington Hills**
 - City Manager
- City of Grand Haven**
 - City Manager (partial)
- City of Kalamazoo**
 - City Manager
- City of Portage**
 - City Manager
- City of Saginaw**
 - City Manager
- City of Wyoming**
 - City Manager

- Chief of Police
- County of Kalamazoo**
 - County Administrator
- Kalamazoo Nature Center**
 - Executive Director
- Michigan State University**
 - Director, Human Resource Development
- State of Michigan**
 - Director, Family Independence Agency
 - Project Director, Child Support Enforcement
 - Commissioner of Revenue
 - Chief Deputy Treasurer
 - Chief Information Officer, MI State Police
 - Chief Information Officer, Transportation
 - State Purchasing Director
 - Director of Technical Acquisitions
 - Director, Office of Retirement Systems
 - CEO, Community Public Health Agency
 - Director, Child Support Enforcement Program
 - Director, Property Management
 - Director, Community Service Commission
 - Chief Medical Officer, Dept of Corrections
 - Federal Liaison, Family Independence Agency
 - Chief Information Officer, Family Independence Agency
 - Director of Office Services, Management & Budget
 - Senior Deputy Director for Planning, Transportation (partial)

- Traverse City Area Chamber of Commerce**
 - President

MINNESOTA

- City of Minneapolis**
 - Equipment Services Director/Superintendent

MISSOURI

- City of Blue Springs**
 - Chief of Police
- City of Kansas City**
 - City Manager
 - Director, Office of Technology & Information Services
- City of St. Charles**
 - City Manager
 - Public Works Director

Correctional Medical Services, Inc.

- Director of Public Relations & Govt. Affairs

Maryland Heights Fire Protection District

- Fire Chief

NEBRASKA

Alegent Health

- Financial Analyst/Regional Hospital

NEVADA

Health Access Washoe County

- Executive Director/CEO

Regional Transportation Commission, Reno

- Executive Director (partial)

NEW HAMPSHIRE

City of Concord

- City Manager (2)
- Director of General Services (partial)
- Finance Director (partial)

City of Dover

- City Manager (2)
- Director of Community Services

City of Laconia

- Chief of Police
- Finance Director
- City Manager

City of Manchester

- Executive Director, Employees' Participatory Retirement System

City of Portsmouth

- City Manager

City of Rochester

- Arena Director

Mount Washington Observatory

- Executive Director

Town of Derry

- Town Manager (2)

Town of Merrimack

- Town Manager

Town of Londonderry

- Finance Director

Town of Salem

- Town Manager
- Human Resource Director
- Chief of Police

NEW JERSEY

City of Summit

- City Administrator

Housing Authority of Bergen County

- Assisted Housing Administrator (partial)

New Jersey Highway Authority

- Executive Director

NEW YORK

Buffalo & Fort Erie Public Bridge Authority

- Operations Manager (CEO)

Center for Environmental Science and Economics

- President

Center for Governmental Research

- President

City of Auburn

- City Manager

City of Ogdensburg

- City Manager

City of Peekskill

- City Manager

City of Rye

- Comptroller
- City Manager (2)
- Police Commissioner

City of Watertown

- City Manager
- Chief of Police (partial)

Eric County Water Authority

- Director of Water Quality

Ford Foundation

- Program Officer, Governance & Public Policy
- Program Officer, Economic & Social Policy
- Program Investment Officer (partial)

Metropolitan

Transportation

- Director of Planning
- Director of Quality Assurance in Design & Construction Management
- Master Contract

New York City School Construction Authority

- President
- Senior Vice President for Construction Operations (partial)

New York Metropolitan

Transportation Council

- Executive Director

New York State Office for Technology

- Chief Information Officer

New York State

Department of

Transportation

- Executive Deputy Commissioner

- Deputy Chief Engineer - Structures

Niagara Frontier Transportation Authority

- Executive Director

Port Authority of New York and New Jersey

- Director of Aviation
- Director of Planning and Development
- Project Manager, Resource Recovery Project

Port Authority Trans-Hudson Corporation

- Superintendent, Car Equipment Division
- Asst. Superintendent, Car Equipment Division
- Senior Engineer, Signals & Communications
- Senior Engineer, Rail Planning Division

Sullivan County

- County Manager

The Rockefeller Foundation

- Director, Health Sciences Division (consulting)

The Wallace Foundation

- Director of Evaluation
- Senior Evaluation Officer
- Evaluation Officers (2)
- Communications Officer
- Program Officers (4)

Town of Mamaroneck

- Town Manager

Triborough Bridge & Tunnel Authority/MTA Bridges

- Vice President for Engineering and Construction

University of Rochester Medical School

- Assistant Vice President for Development

Village of Briarcliff Manor

- Village Manager

Village of Hastings-on-Hudson

- Village Manager

NORTH CAROLINA

Charlotte/Mecklenburg County

- Director of Planning

OHIO**Central Ohio Transit Authority**

- General Manager (CEO)

City of Brunswick

- City Manager

City of Cincinnati

- Budget & Evaluation Manager
- Executive Director, Citizens Complaint Authority

City of Cincinnati Park Board

- Director of Parks
- Superintendent of Parks

City of Dayton

- City Manager
- Director of Information Technology

City of Fairborn

- City Manager

County of Summit

- Director of Offender Services

Greater Cleveland Regional Transit Authority

- General Manager (CEO)

Miami Valley Regional Transit Authority

- Director of Strategic Planning

Ohio Police and Fireman's Disability and Pension Fund

- Executive Director

Ohio Public**Employees Deferred****Compensation Program**

- Executive Director

Village of Yellow Springs

- Village Manager

OREGON**City of Ashland**

- City Administrator

City of Medford

- City Manager
- Police Chief
- Traffic Engineer

Tri-County**Metropolitan****Transportation District of Oregon**

- Chief Engineer - Communications

PENNSYLVANIA**Middletown Township**

- Township Manager (partial)

Newtown Township

- Township Manager

The Pew Charitable Trusts

- Evaluation Officers (2) (partial)

Port Authority of Allegheny County

- Chief Executive Officer

Port of Pittsburgh Commission

- Executive Director (partial)

Reading Regional Airport

- Executive Director

Solebury Township

- Township Manager

Southeastern Pennsylvania**Transportation****Authority**

- Assistant General Manager for Operations
- Budget Director

WHYY -FM

- Director of Programming and Production

RHODE ISLAND**Town of Barrington**

- Town Manager

Town of Coventry

- Town Manager

City of East Providence

- City Manager

Town of West Warwick

- Town Manager

SOUTH CAROLINA**City of Greenville**

- City Manager (2)
- Finance Director
- Environmental Engineering Administrator

City of Spartanburg

- City Manager

TENNESSEE**Nashville & Davidson County, Metropolitan****Government**

- Master Contract
- Public Works Director
- Transportation Manager
- Director of Pavement Management
- Assistant Director of Information Systems

Paracelsus Health Care Corporation

- Hospital Administrator/CEO

Plateau Mental Health Center

- Director of Medical Services
- Psychiatrist

TEXAS**Capital Metropolitan Transportation Authority**

- General Manager (CEO)

City of Austin Employees' Retirement System

- Executive Director

City of Corpus Christi

- Deputy City Manager
- Director of Engineering Services
- Director of Public Health

City of San Antonio

- Aviation Director (partial)

San Antonio Water Syatem

- Vice President - Human Resources

Dallas Area Rapid Transit Authority

- Director of Minority Business Enterprises

Dallas Fort Worth International Airport

- Director of Maintenance

Greater Kelly Development**Authority, San Antonio**

- Executive Director

The Woodlands Community Services

- General Manager
- President/General Manager

VIRGINIA**Bon Secours Health System**

- CBO Executive & Vice President, Credit and Collections

City of Alexandria

- Master Contract
- Director of Human Services
- Chief Social Worker Supervisor
- Assistant City Manager
- Director, Department of Human Services
- City Architect
- Assistant Assessor

MAXIMUS

- Director, Children & Family Services
- Senior Manager, Fleet Operations & Management
- Director Program Finance, St. Louis Airport - UNISON

City of Richmond

- Deputy City Manager, Administration
- Deputy City Manager, Operations
- Director of Finance
- Director of Economic Development
- Director of Budget & Strategic Planning
- Director of Public Utilities
- Deputy Director of Public Utilities/Operations
- Building Commissioner

WASHINGTON, DC**Amtrak**

- Vice President for Human Resources
- Senior Director, Leadership & Organizational Change

District of Columbia

- Director, Department of Human Services (2)
- Chief Operating Officer, DHS
- Commissioner of Mental Health
- Director of Public Health
- Director of Social Services
- Director of Child Welfare Services
- Director, Office of Planning
- Director of Consumer and Regulatory Affairs
- Director of Labor Relations and Collective Bargaining (partial)
- Fire Chief

Drug Policy Foundation

- Executive Director

Earthforce

- Vice President for Administration Finance
- Vice President for Development
- Vice President for Marketing
- Vice President for Programs

ICMA- Retirement Corporation

- Board Member

ICMA- Retirement Corporation Vantage Point Fund

- Board Member

Metropolitan Washington Council of Governments

- Director of Public Affairs

- Director of Human Resources
- General Counsel
- Director of Finance

National Association of Housing & Redevelopment

- Officials (NAHRO)
- Executive Director

Washington Metropolitan Area Transit Authority

- General Manager (CEO)
- Assistant General Manager for Bus Operations
- Assistant General Manager for Design, Construction & Facilities Maintenance
- Director of Procurement

WASHINGTON STATE**Central Puget Sound Regional Transit Authority**

- Civil Engineering Manager
- Systems Engineering Manager

City of Seattle

- Chief Technology Officer

King County/The Municipality of**Metropolitan Seattle**

- Director of Transit
- Public Health - Seattle & King County, Director/Health Officer

Port of Seattle

- Executive Director
- Managing Director, Aviation

Seattle Municipal Court

- Chief Technology Officer
- Principal Systems Analyst

State of Washington

- Director of Information Services

WISCONSIN**County of Barron**

- County Administrator

City of Eau Claire

- City Manager

Milwaukee County Transit System

- Assistant Superintendent for Transportation (partial)

City of Wauwatosa

- City Administrator

WYOMING**City of Green River**

Appendix C. References

Following are a few relevant references for Bennett Yarger Associates. Other references are available upon request.

City of Austin, TX

Contact: Barney Knight
General Counsel
418 East Highland Mall Blvd
Austin, TX 78752
512-458-2551
barneyknight@aol.com
Position: Executive Director, City of Austin Employee Retirement System - 2003
Recruiter: Richard Bennett

City of Charlotte, NC

Contact: Gracie Myers
Human Relations Consultant/Contract Manager
Government Center
600 East 4th
Charlotte, NC 28202
704-336-5701
gmyers@ci.charlotte.nc.us
Position: Director of Planning - 2003
Recruiter: Richard Bennett

City of Cincinnati, OH

Contact: Valerie Lemmie
City Manager
William Moller
Finance Director
801 Plum Street, Suite 250
Cincinnati, OH 45202
513-352-6275
bill.moller@rcc.org
Position: Budget and Evaluation Manager - 2003
Recruiter: Robert Neher

Commonwealth of Massachusetts, MA

Contact: Christine Cole
Deputy Chief of Staff
Executive Office of Public Safety
One Ashburton Place
Boston, MA 02108
617-727-7775, ext 25536
christine.cole@state.ma.us

Position: Inspector General, and Chief Medical Officer/Examiner & others – 2002-current

Recruiter: Robert Neher and Richard Bennett

City of Corpus Christi, TX

Contact: George (Skip) Noe
City Manager
1201 Leopard Street
PO Box 9277
Corpus Christi, TX 78469
361-880-3222
georgenoe@ci.corpus-christi.tx.us

Position: Deputy City Manager, Director of Engineering Services,
Director of Public Health - 2000-2003

Recruiter: Robert Neher and others

Metropolitan Government of Nashville & Davidson County, TN

Contact: Veronica Frazier
Human Resources Assistant Director
222 3rd Avenue N. Suite 200
Nashville, TN 37201
615-862-6640 8106
veronica.frazier@nashville.gov

Position: Master Contract - Assistant Director of Information Systems, Public Works
Director, Transportation Manager, Director of Pavement Management-2000-2003

Recruiter: Robert Neher and others

City of Richmond, CA and City of Oakland, CA

Contact: Cedric Williams
Former Director of Human Resources Management (and former HR Director for
City of Oakland)
1401 Marina Way South
Richmond, CA 94804
510-719-7472 or 510-530-9451

Position: City Manager, Assistant City Manager, Community Development Director
Planning Manager, Assistant City Manager - Human Resources Director, Housing
Authority Director, City Attorney, for the City of Richmond, CA - 2002-Current

Director, Office of Corporate Information Services, Library Director, and Finance
Director for the City of Oakland, CA

Recruiter: Robert Neher

City of San Antonio, TX

Contact: Chave Gonzaba
Chairperson
Greater Kelly Development Authority
143 Billy Mitchell Blvd.
San Antonio, TX
210-362-7800
no e-mail

Position: Executive Director - 2002/2003

Recruiter: Richard Bennett

Note: We have also just started a new search for the City of San Antonio for their Aviation
Director (2005), and just completed a search for the Vice President – Human Resources for the
San Antonio Water System (SAWS). Robert Neher is the manger for both searches. Please advise
if you would like the contacts for these references.

District of Columbia, WA

Contact: Michael Rogers
(Former City Administrator)
Executive Vice President
MedStar Health System
5565 Strett Place, 5th Floor
Columbia, MD 21044
410-772-6500
michael.c.rogers@medstar.net

Position: Twelve (12) searches including Director of Human Services, Chief Operating Officer, DHS, Commissioner of Mental Health, Director of Public Health, Director of Social Services, Director of Child Welfare Services, Director, Office of Planning, Director of Consumer and Regulatory Affairs, Director of Labor Relations and Collective Bargaining, Fire Chief, and Jail Warden.
Recruiter: Richard Bennett and others

Augusta Richmond County, GA

Contact: George Kolb (former City/County Manager, now City Manager, Wichita, KS)
City of Wichita
455 Main Street
Wichita, KS 67202
316-268-4351
gkolb@wichita.gov
Position: County Administrator/Manager, and Finance Director - 2000 -2001
Recruiter: Richard Bennett

Kalamazoo County, MI

Contact: Richard Kinas
Assistant County Administrator & Human Resources Director
201 West Kalamazoo Ave.
Kalamazoo, MI 49007
269-383-8953
rlkina@kalcounty.com
Position: County Administrative Officer/Manager - 2002
Recruiter: Robert Neher

Ventura County, CA

Contact: Barbara Journet
Director, Human Resources
800 So. Victoria Ave.
L # 1970
Ventura, CA 93009
805-654-2561
barbara.journet@mail.co.ventura.ca.us
Position: Deputy County Executive Officer for Risk Management, and Director of Behavioral Health Services - 2003/2004
Recruiter: Robert Neher

State of Washington, WA

Contact: Christina Valadez
Assistant Director of Training and Development Services
521 South Capitol Way
Olympia, WA 98504
360-664-6340
chrisv@drop.wa.gov
Position: Director of Information Services
Recruiter: Richard Bennett

City of Alexandria, VA

Contact: Philip G. Sunderland
Former City Manager
703-836-8320
Joseph Reca
Senior Buyer
Purchasing Division
703-838-4946 x 206
Position: 2001 to Present. Master Contract - 2005
Assistant City Manager, Director of Human Services, Chief Social Worker
Supervisor, and Director, Department of Human Services. Currently doing search
for the City Architect. Worked with City Manager, HR Department, & Director
of Social Services.
Recruiter: Robert Neher