

07254



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



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

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

#### OFFER

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

Arizona Transaction (Sales) Privilege Tax License Number: n/a

For clarification of this offer contact:  
Name: STACY WATERS

Federal Employer Identification Number: [Redacted]

Telephone: 92-481-1950 Fax: 972-481-1951

The Waters Consulting Group, Inc  
Company Name

Stacy Waters  
Authorized Signature for Offer

5050 Quorum Drive, Suite 625  
Address

STACY WATERS  
Printed Name

Dallas TX 75254  
City State Zip Code

VP OF OPERATIONS  
Title

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

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

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

Attested by: Mary Jo Kief  
Mary Jo Kief, City Clerk

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

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



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

Stephen M. Kemp, City Attorney

Contract Number:  
ACON 35706

Contract Awarded Date August 23, 2006

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

Terrence L. Ellis  
Terrence L. Ellis, City Manager

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KO  
WATER-1

DATE (MM/DD/YYYY)  
09/20/06

|  |   |                            |
|--|---|----------------------------|
| <b>PRODUCER</b><br>Lewis Henderson Insurance Agen<br>1245 Southridge Ct. #101<br>Hurst TX 76053<br>Phone: 817-282-3234 Fax: 817-282-9046 | 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. |                            |
|  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b>              |
| <b>INSURED</b><br>The Waters Consulting Group<br>5050 QUORUM DRIVE, STE 625<br>Dallas TX 75254   | INSURER A:  | HARTFORD INSURANCE COMPANY |
|  | INSURER B:  | ADMIRAL INSURANCE COMPANY  |
|  | INSURER C:  |                            |
|  | INSURER D:  |                            |
|  | INSURER E:  |                            |

## COVERAGES

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

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE  | POLICY NUMBER    | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------------------|--|------------------|----------------------------------|-----------------------------------|---|
| A X                  | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 46SBARK0324DX-TX | 05/08/06                         | 05/08/07                          | EACH OCCURRENCE \$ 2000000  |
|                      |  |                  |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000   |
|                      |  |                  |                                  |                                   | MED EXP (Any one person) \$ 10000   |
|                      |  |                  |                                  |                                   | PERSONAL & ADV INJURY \$ 2000000  |
|                      |  |                  |                                  |                                   | GENERAL AGGREGATE \$ 4000000  |
|                      |  |                  |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 4000000   |
|                      |  |                  |                                  |                                   |   |
| A                    | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | 46SBARK0324DX    | 05/08/06                         | 05/08/07                          | COMBINED SINGLE LIMIT (Ea accident) \$ 2000000  |
|                      |  |                  |                                  |                                   | BODILY INJURY (Per person) \$   |
|                      |  |                  |                                  |                                   | BODILY INJURY (Per accident) \$   |
|                      |  |                  |                                  |                                   | PROPERTY DAMAGE (Per accident) \$   |
|                      | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                  |                                  |                                   | AUTO ONLY - EA ACCIDENT \$  |
|                      |  |                  |                                  |                                   | OTHER THAN EA ACC \$  |
|                      |  |                  |                                  |                                   | AUTO ONLY: AGG \$   |
|                      | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$  |                  |                                  |                                   | EACH OCCURRENCE \$  |
|                      |  |                  |                                  |                                   | AGGREGATE \$  |
|                      |  |                  |                                  |                                   | \$  |
|                      |  |                  |                                  |                                   | \$  |
|                      |  |                  |                                  |                                   | \$  |
| A                    | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   | 46WECGD9092      | 04/16/06                         | 04/16/07                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER |
|                      |  |                  |                                  |                                   | E.L. EACH ACCIDENT \$ 1000000   |
|                      |  |                  |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 1000000   |
| B                    | <b>ERRORS &amp; OMISSION</b><br>* (SEE BELOW)  | E0000000738-09   | 11/07/05                         | 11/07/06                          | EA. CLAIM 1000000   |
|                      |  |                  |                                  |                                   | AGGREG. 1000000   |

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

\* CLAIMS MADE FORM RETRO DATES: 11-7-97  
12-12-00

CERTIFICATE HOLDER IS SHOWN AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY

### CERTIFICATE HOLDER

CITY OF PEORIA  
 CONTRACT OFFICER  
 LISA HOUG  
 8401 WEST MONROE STREET  
 PEORIA AZ 85345

CIOPPER

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
 LEWIS P. HENDERSON

## **IMPORTANT**

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

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

## **DISCLAIMER**

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



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

#### 1. PREPARATION OF PROPOSAL:

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

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

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

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

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

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

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

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

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

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

#### 11. AWARD OF CONTRACT:

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

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

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



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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



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



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

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

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Consultant as related to any contract held with the City.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.



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### Materials Management Procurement

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

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



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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0054**

Materials Management  
Procurement  
8314 West Cinnabar Street  
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.



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

a. Technical Proposal

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

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

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

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



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

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



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

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

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

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

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

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

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

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



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### 27. Required Insurance Coverage:

#### a. Commercial General Liability

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

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

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

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

#### b. Automobile Liability

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

#### c. Workers' Compensation

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

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

#### d. Professional Liability

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



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

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

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

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

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

30. **Independent Contractor:**

a. General

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

b. Liability

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

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

c. Other Benefits

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



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31. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.
- The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
  - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
32. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
33. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.
34. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to delivery the service.
- Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
35. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.



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

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

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

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



## SCOPE OF WORK

Solicitation Number: **P06-0054**

### Materials Management Procurement

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#### I. PURPOSE

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

#### II. INTENT

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

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

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

#### III. BACKGROUND

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

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

#### IV. SCOPE OF SERVICES

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



# SCOPE OF WORK

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- 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<br>Director | Human Resources Director           | Public Works Operations Mgr  |
| Communications Bureau Manager               | Information Technology Director    | Recreation Manager           |
| Community Development Director              | Intergovernmental Affairs Director | Revenue Manager              |
| Community Promotions Manager                | IT Development Serv. Manager       | Solid Waste Manager          |
| Community Services Director                 | IT Operations Division Manager     | Sports Facilities Manager    |
| Court Administrator                         | Labor Relations Manager            | Sr. Deputy City Attorney     |
| Deputy City Manager                         | Library Manager                    | Treasury Manager             |
| Deputy Finance Director                     | Materials Manager                  | Utilities Director           |
| Deputy Fire Chief                           | Municipal Judge                    | Utilities Operations Manager |
| Deputy Police Chief                         | Neighborhood Services Manager      | Water Resources Manager      |
| Deputy Utility Director                     | Parks Operations Manager           |                              |



## SCOPE OF WORK

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#### VI. SUBMITTAL REQUIREMENTS

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

1. Technical Proposal
  - A. Understanding of the Scope of Work
  - B. Project Approach
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  - 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 X\_\_\_\_\_.

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



# WATERS-OLDANI EXECUTIVE RECRUITMENT

A Division of The Waters Consulting Group, Inc.

May 24, 2006

Ms. Lisa Houg  
Procurement Specialist  
City of Peoria  
8314 West Cinnabar Street  
Peoria, AZ 85345

Re: Proposal – Executive Search for various executive, senior and mid-management positions

Dear Ms. Houg:

In May 2005, The Waters Consulting Group, Inc. acquired The Oldani Group in order to form a strategic alliance in the area of nation-wide executive search. Local governments and agencies across Texas have relied upon The Waters Consulting Group for over 30 years as their “go-to” for executive search services – and The Oldani Group has been long revered as a leader in nationwide executive search for the public sector. Together, our two firms are unmatched when it comes to aggressive and effective recruiting of today’s best talent.

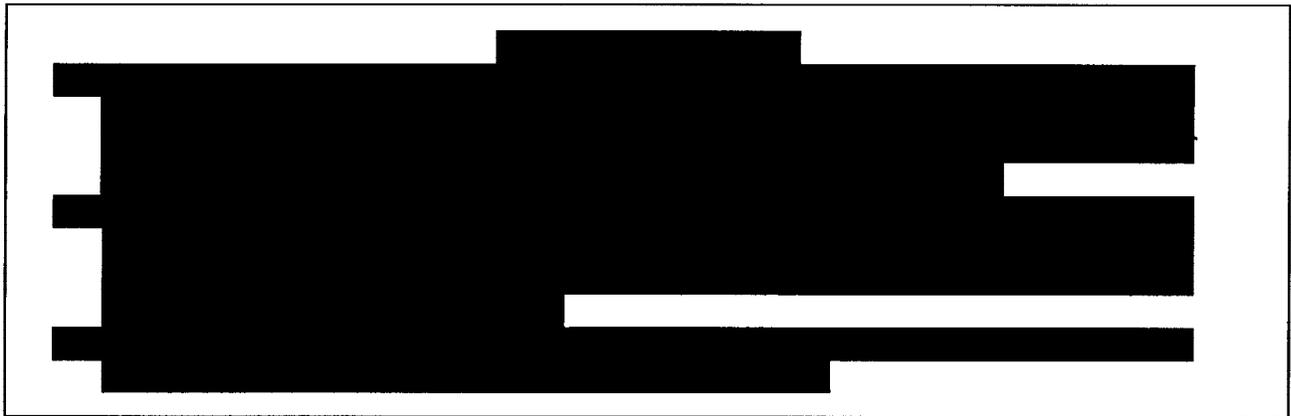
Our services include turnkey, total executive search programs from start to finish or individual search services such as reference checks and background investigations. With our solid reputation and sound approach to executive search nationwide, coupled with our seasoned team of experts, our goal is to help our clients avoid the headache of costly hiring mistakes.



Our executive search services cover the nation. With our executive search team, backed by our full-time staff of compensation consultants, we are on top of the trends in the salary market. We know what is being asked and what is being offered in terms of total compensation. In addition, we have a full-time team of HR consultants which help our search team to know and understand the latest labor and fair employment laws, rulings and court decisions.

We refer only qualified and motivated candidates with the talent to perform at the level of your needs and we have a large number of satisfied clients to whom you may refer with confidence. In fact, unlike other competing firms, our list of clients have actually been worked by one or more of our consultants presented in our proposal – not consultants that are long gone from the executive recruitment field. This is an important distinction to make because we want to make certain that your organization is provided with a full picture of all firms in order to meet your goals of an open and fair bidding process. In addition, our firm is privately-held and not part of a state-owned agency.

One of the things that set our firm apart from the competition is in our Triple Guarantee™. Others may try to imitate, but we are pioneers in this approach to guaranteeing our work product.



We appreciate the opportunity to submit a proposal outlining our approach to assisting your organization in an effective search program. Please allow this letter to serve as confirmation that this proposal is firm for a 120-day period immediately following the date of review of the proposal. If we can answer any questions please contact us. Due to our travel schedules, we are often out of the office, and so as a back up to us, you may also ask for Stacy Layton Waters, our Vice President of Operations for assistance in our absence. We look forward to the possibility of working with your organization on this most important project.

Best Regards,

Rollie O. Waters  
Founder & President

Jerrold Oldani  
Senior Vice President

G. Chris Hartung  
Director of Public Sector  
Executive Search Services

ROW/slw

# COMMITMENT TO SUCCESS

OUR UNDERSTANDING OF LOCAL GOVERNMENT AS WELL AS OUR COMMITMENT IN DEVELOPING A PARTNERING RELATIONSHIP WITH OUR CLIENTS ARE KEY FACTORS IN OUR LONG-TERM SUCCESS.

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## PROJECT OVERVIEW

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The City is considering the use of an outside consulting firm to assist in the executive search program and has requested a statement of qualifications describing a work plan and project approach from Waters-Oldani Executive Recruitment (Waters-Oldani), a division of The Waters Consulting Group, Inc.

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## PROFESSIONAL EXPERTS MAKE THE DIFFERENCE

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Throughout the assignment, the Waters-Oldani consulting staff will serve as technical advisors to the City, serving to ensure that the selection process is conducted in a professional manner. The objective of Waters-Oldani will be to generate a highly qualified group of candidates from whom the City may select as well as assist the City in the evaluation process of such candidates. Due to our broad reaching professional relationships with cities across the nation, Waters-Oldani is positioned to confidently promote the City to prospective candidates as a very positive career and personal growth opportunity.

Since our firm's beginning in 1976, we have emerged as a leader in executive search. It is our 29+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering only outstanding services and top-quality products. In addition, Waters-Oldani Executive Recruitment is positioned as the largest privately held executive search firm in the nation, with a focus on local governments.

With any consulting assignment, but particularly with an executive search project, reliable, consistent communication is fundamental to project success. At key points during a search assignment, the Waters-Oldani consultants will meet, either by phone or in person, with the City as appropriate, to discuss the progress of the recruitment and to review subsequent steps in the search process. These regular overview sessions will help to ensure success with the search assignment.

We have helped hundreds of government entities over the years with their executive search challenges. We pride ourselves in the fact that we bring a high level of personal commitment to everything that we do. We get to know our clients – their concerns for success, their strategic goals, and their operational culture – that is the only way that we can deliver customized systems for organizations of all sizes. But our professional commitment does not just stop with our clients. Time after time, we have candidates who were not selected for positions call our firm to compliment us on our search process. Many of them have stated that we provided them with the best search experience in which they have ever participated.

Client satisfaction is important to all organizations, but to our firm, it is our chief focus. In our business, referrals and recommendations are the keys to success – not to mention longevity. A list of our references is included below for the City’s review.

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#### ROLE OF THE CITY’S STAFF

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We have a full and seasoned staff of professionals to deliver top quality services with minimal effort required from the City. However, to assist in the project, we suggest the City designate a Project Director to serve as Waters-Oldani’s principal contact for the search assignment. Depending upon the chosen tasks, the City’s Project Director will handle functions such as coordinating meeting times and places, arranging for meeting updates and any other coordination of recruitment activities. Our team of consultants will work to thoroughly review the goals of the City in regard to the search by conducting an initial planning meeting with the Project Director and others as appropriate.

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#### OUR TRIPLE GUARANTEE

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During this project, the mission of Waters-Oldani will be to assist the City in the selection of a seasoned, well-respected, and innovative leader that has the ability to assist the City in the accomplishment of the City’s goals and objectives. Our Triple Guarantee is defined as:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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TASK I – DEVELOP PROFILE AND IMPLEMENT ADVERTISING STRATEGY

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This important first step in the recruitment process will involve the development of a comprehensive profile describing the minimum qualifications, desired experience, personal characteristics, and other factors that will make a person likely to be a success in the position.

Waters-Oldani will meet with the Project Director, designated City staff members, and others, as appropriate and as directed by the City, to discuss the required background and experiences for each position. Many of our previous searches have involved an open-community approach to profile development, and we have found this to be an excellent way to broaden our perspective on the qualifications needed for the position.

In the development of the profile, Waters-Oldani will also gather organizational charts, budgetary information, operational reports, and other documentation describing the operations and workload of the position, as necessary. Additionally, we will use our knowledge of current developments in the operations of municipal management to further assist the City in the development of the qualifications for this position. Consideration will be given to requirements such as formal education and specific work experiences. We understand the importance of developing truly meaningful position requirements that meet the current needs of the City and that complement the culture, goals and objectives of the City.

Based upon the results of the discussions with the City, community and staff interviews, and our review of other information, Waters-Oldani will develop a customized profile that represents a consensus view of the background, experiences, and other qualifications important for a successful candidate for each position. The draft profile will be presented to the City for review and final approval prior to initiating the solicitation and advertising strategy.

In order to conduct an open recruitment and to encourage applications from a diverse pool of candidates, Waters-Oldani will work with the City to develop a comprehensive advertising strategy to notify potential candidates about the vacancy. Advertisements will be placed in appropriate professional publications, local newspapers of record, and on Internet bulletin boards. Draft ads will be submitted to the City for approval prior to publication. Waters-Oldani has direct access to the Internet through our heavily trafficked Web site at [www.watersconsulting.com](http://www.watersconsulting.com) and [REDACTED] [REDACTED]. Additionally, we will use these resources to communicate with prospects and candidates as appropriate directly. The aggressive advertising campaign for top talent will include national, regional, in-state and local elements as determined during our initial meetings with the City. We will work to create an appealing brochure in order to submit to candidates in both a printed and electronic format. Additionally, our presence at appropriate local government conferences will be used to further promote the position.

A solid and effective advertising strategy will help to ensure that the City conducts an open recruitment. Waters-Oldani is committed to making sure that the City meets its commitment to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, disability, gender or religion.

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## TASK II – SEARCH STRATEGY AND IDENTIFICATION OF QUALITY CANDIDATES

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Once the profile for the position has been established, Waters-Oldani will implement the campaign to address prospective candidates on a national, regional, in-state and local basis (as determined). Using the information provided by the profile developed in Task I, Waters-Oldani will seek to identify individuals who would be outstanding candidates for the City of Peoria. Often, potentially well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate quality candidates across the nation based on our professional contacts and relationships. In addition, Waters-Oldani will send direct informational mailings to key associations and municipal organizations throughout the nation.

During this assignment, we will use our knowledge of local government to identify and contact individuals who may be candidates or who may know of potential candidates. Waters-Oldani has reliable contacts from coast to coast. We will contact individuals identified as potential candidates to discuss the career opportunity presented by the City. The objective of this effort will be to identify highly qualified individuals, and then to interest these potential candidates in submitting a resume for the City's consideration.

Waters-Oldani Executive Recruitment keeps appropriate records to ensure compliance with legal requirements throughout the search process. We have established networks with minority and female leaders throughout the nation and are proud of our record of placement of qualified minority and female candidates. Waters-Oldani Executive Recruitment has adopted a corporate policy of equal employment opportunity and will not participate in any search effort where these principles are not followed.

[REDACTED]

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### TASK III – PRELIMINARY SCREENING AND INITIAL INTERVIEWS

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Our recruiting efforts generally identify a large pool of applicants, depending upon the position and the availability of skills in the marketplace. From this group we review the credentials of each applicant, including internal candidates, based on his/her resume, referral source comments, and when appropriate, telephone interviews. We compare this information to the requirements developed in the recruiting profile and generate a spreadsheet list of candidates whose backgrounds and experience most closely fit the requirements of the position.

We believe that one of the strengths of the Waters-Oldani search process is our handling of candidates for a position. Each candidate submitting a resume is sent a timely acknowledgement letter by Waters-Oldani giving an approximate schedule for the search.

Further communications are maintained with each candidate regarding information about the search progress and, at the conclusion of the project, rejection letters are sent by Waters-Oldani. We take pride in the many complimentary comments made by finalists and non-finalists regarding the level of communication and the professionalism with which they are treated during a search.

After obtaining authorization from the City, Waters-Oldani conducts face-to-face in-depth interviews (either by phone, in person or via video conference) with each semi-final candidate. Our interviews are conducted with a set of questions developed by Waters-Oldani to measure management skills, interpersonal traits and characteristics deemed most important to the City. These inquiries are combined with a list of questions developed specifically for the position using issues identified in the profile development.

As part of our thorough screening of candidates, The Waters Consulting Group, Inc. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

At the conclusion of our interviews and after conducting sufficient references to confirm our findings, we will meet with the City to recommend final candidates. After discussion, if the City agrees with our recommendations, Waters-Oldani will provide detailed written evaluations of the candidates.

**TASK IV – BACKGROUND INTERVIEWS AND REFERENCES**

Once the City approves the group of finalists, Waters-Oldani will begin the reference checking and background process. Our reference and background check process is the hallmark of our successful executive search program. Waters-Oldani will obtain a list of up to fifteen work-related references for each finalist. Telephone contact is then made with selected references and sometimes with others in the specific industry that may know of additional accomplishments and work experiences of the candidates. The purpose of the reference interviews is not to solicit negative comments about the candidates, although the process may generate some. The purpose is to allow Waters-Oldani to complete our understanding of the actual work experience and personal characteristics of the finalists.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This thorough background investigation, coupled with our reference checking techniques, helps to ensure a sound selection process. Background checks are also conducted in the areas of:

|                                 |  |
|---------------------------------|--|
| Consumer Credit Records         | Bankruptcy Records                                     |
| County Criminal Records         | State District Superior Court Criminal Records         |
| County Civil Litigation Records | State District Superior Court Civil Litigation Records |
| Judgment/Tax Lien Records       | Federal District Criminal Records                      |
| Motor Vehicle Records           | Federal District Civil Litigation Records              |

The background investigation will be thoroughly documented and reported to the City.

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## TASK V – FINALIZE SEARCH, RECOMMEND FINALISTS, WRITTEN REPORT

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Upon completion of Tasks I through IV, Waters-Oldani will submit a Final Candidate Report recommending a group of finalists for the City to interview. Typically four to six final candidates will be identified. Our report will summarize the work experiences and educational backgrounds of the candidates drawn from the resumes and from the initial interviews and background checks. Waters-Oldani will also summarize the results of the reference investigations. In addition, the report will include general guidelines for applicant interviewing and suggested interview questions for the City to use in conducting the interviews. A list of suggested questions can be very helpful to the interviewer by ensuring consistency and guarding against straying into potentially legally dangerous areas of inquiry.

Waters-Oldani will also discuss with the City the subsequent and optional steps in the total interview process and will make recommendations concerning the final evaluation of the candidates. During this phase of the search, our consulting team plays a major coordinating role. We will participate in final interviews as either an observer or active panel member at the request of the City and are available to answer questions and assist the City in final selection and evaluations. In addition, Waters-Oldani will assist the City with the development of a compensation package with the successful candidate.

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## STRATEGIC PLANNING

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Waters-Oldani emphasizes the importance of custom-designing projects to meet our client's specific needs. In executing the executive search assignment for the City of Peoria, we will tailor our approach to address the issues unique to the City's working environment.

On every project we assign a Senior Project Consultant and carefully choose a team of professionals to carry out the assignments in an effective and efficient manner. Waters-Oldani's Senior Project Consultant will interface with the designated Project Director to determine the scope of the project, the project schedule and budget, and the resources needed to successfully complete it.

The following schedule is provided as a general timetable. Normally assignments of this nature are completed within a 90 to 120-day period. An exact project schedule will be determined after consultation with the City and may be adjusted, as necessary, to meet the timeline of the City.

From our staff of Senior Project Team Consultants, we will choose a team that can provide complete service to you. The senior-level Project Team proposed for this project consists of [REDACTED]

[REDACTED] (Other members may be added with the approval of the City of Peoria.) This project team has been carefully chosen from the staff of Waters-Oldani for their professional expertise and experience with searches of a similar nature. These consultants are committed to helping the City of Peoria to complete this project in a timely manner.

The following schedule is provided as a general timetable. An exact project schedule will be determined after consultation with the City. Waters-Oldani is prepared to start this project immediately.

**PROJECT TIMELINE**

|           | Description of Key Project Phases                          | Weeks |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|-----------|--|-------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
|           |  | 01    | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| Phase I   | Task 1<br>Profile Development & Advertising                |       |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|           | Task 2<br>Search Strategy and Identification of Candidates |       |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Phase II  | Task 3<br>Screening Process and Initial Recommendation     |       |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|           | Task 4<br>Background Interviews & References               |       |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Phase III | Task 5<br>Onsite Interviews and Finalization of Search     |       |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |

[REDACTED]



## IMC USA Code of Ethics

All IMC USA members pledge in writing to abide by the Institute's Code of Ethics. Their adherence to the Code signifies voluntary assumption of self-discipline above and beyond the requirements of law. Key provisions of the Code specify:

### *Clients*

- Members will serve their clients with integrity, competence, and objectivity, using a professional approach at all times, and placing the best interests of the client above all others.
- Members will establish realistic expectations of the benefits and results of their services.
- Members will treat all client information that is not public knowledge as confidential, will prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by them, their firm or another client, without the client's permission.
- Members will avoid conflicts of interest, or the appearance of such, and will disclose to a client any circumstances or interests that might influence their judgment and objectivity.
- Members will refrain from inviting an employee of an active or inactive client to consider alternative employment without prior discussion with the client.

### **Engagements**

- Members will only accept assignments which they possess the expertise to perform, and will only assign staff with the requisite expertise.
- Members will ensure that before accepting any engagement, a mutual understanding of the objectives, scope, work plan, and fee arrangements has been established.
- Members will offer to withdraw from a consulting engagement when their objectivity or integrity may be impaired.

### **Fees**

- Members will agree in advance with a client on the basis for fees and expenses, and will charge fees and expenses that are reasonable, legitimate and commensurate with the services delivered and the responsibility accepted.
- Members will disclose to their clients in advance any fees or commissions that they receive for equipment, supplies or services they could recommend to their clients.

### **Profession**

- Members will respect the individual and corporate rights of clients and consulting colleagues, and will not use proprietary information or methodologies without permission.
- Members will represent the profession with integrity and professionalism in their relations with their clients, colleagues and the general public.
- Members will report violations of this Code to the Institute, and will ensure that other consultants working on behalf of the member abide by this Code.

*The Institute of Management Consultants USA, Inc. (IMC USA) adopted its first Code of Ethics in 1968. Since that time IMC USA has modified the wording of the Code for additional clarity and relevance to clients. The current Code was approved February 22, 2002. It is consistent with the International Code of Professional Conduct published by the International Council of Management Consulting Institutes (ICMCI) of which IMC USA is a founding member. Members who apply for the CMC (Certified Management Consultant) designation must pass a written examination on the application of the IMC USA Code of Ethics to client service. The CMC mark is awarded to consultants who have met high standards of education, experience, competence and professionalism.*

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PROFESSIONAL REFERENCES

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[REDACTED]

A SAMPLING OF RECENT EXECUTIVE SEARCHES

|                       |  |
|-----------------------|--|
| • Abilene, Texas      | City Manager   |
| • Albany, Oregon      | Chief of Police  |
| • Allen, Texas        | City Manager<br>Finance Director   |
| • Ann Arbor, Michigan | Chief Financial Officer (2)<br>City Attorney<br>City Manager   |
| • Arlington, Texas    | Administrator, Library Public Services<br>Assistant Director, Library Services<br>Assistant Director, Planning & Development Services<br>Assistant Director, Traffic and Transportation (2)<br>CIP Director (Public Works)<br>City Attorney<br>Code Information Officer<br>Deputy City Manager<br>Director, Capital Improvements<br>Director of Events and Conventions, Convention and Visitors Bureau<br>Fire Chief (2)<br>Human Resources Director<br>Library Director<br>Parks and Recreation Director (2)<br>Planning Director (2)<br>President, Convention and Visitors Bureau (2)<br>Traffic and Transportation Director (2) |
| • Arvada, Colorado    | Executive Director, Center for Arts and Humanities<br>Human Resources Director<br>IT Director  |
| • Aurora, Colorado    | Chief of Police<br>Public Works Director   |
| • Austin, Texas       | Assistant City Manager, Community Services<br>Assistant City Manager, Human Services<br>Assistant City Manager, Public Safety<br>Assistant City Manager, Public Utilities<br>Building Inspector<br>Chief Environmental Officer<br>Chief of Police<br>Community Development Director<br>Director, Aviation Operations<br>Economic Development & International Trade Director<br>Employees' Retirement System, Pension Officer<br>Hospital Administrator<br>Management Development Program<br>Senior Attorneys (2)<br>Senior Management Compensation Study   |
| • Beaumont, Texas     | Administrative Services Director   |

|   |   |
|---|---|
|   | Assistant City Manager<br>City Manager (2)<br>Public Health Director  |
| • Bedford, Texas  | Chief of Police   |
| • Bellevue, Washington                                  | Chief of Police (2)<br>City Attorney (2)<br>City Manager (3)<br>Data Processing Systems Administrator<br>Deputy City Manager<br>Director of Human Resources<br>Economic Development Manager<br>Emergency Preparedness Manager<br>Facilities Project and Planning Manager<br>Fire Chief (2)<br>Manager, Construction, Permits & Inspection<br>Mapping Coordinator<br>Outplacement Project<br>Parks & Community Services Director<br>Planning Director<br>Water Supply Project Director |
| • Bellingham, Washington                                | Director of Parks and Recreation<br>Human Resources Director<br>Library Director<br>Planning and Community Development Director<br>Public Works Director  |
| • Birmingham, Alabama                                   | Administrative Assistant to the Mayor for<br>Capital Projects<br>Director of Information Management Services  |
| • Black Hawk, Colorado                                  | City Manager  |
| • Blaine, Minnesota                                     | City Manager<br>Public Services Manager<br>Support Services Manager   |
| • Bloomington, Minnesota                                | Chief Financial Officer, Chief of Police  |
| • Blue Springs, Missouri                                | City Engineer   |
| • Board of City Development<br>(City of Lubbock, Texas) | Executive Director  |
| • Boise, Idaho  | Fire Chief  |
| • Bothell, Washington                                   | Assistant City Manager<br>Chief of Police<br>City Manager<br>Public Works Director  |
| • Boulder, Colorado                                     | City Manager, Deputy Fire Chief   |
| • Brooklyn Park, Minnesota                              | City Manager  |
| • Brownsville, Texas                                    | City Manager  |
| • Brownwood, Texas                                      | City Manager  |
| • Camas, Washington                                     | City Administrator<br>Fire Chief<br>Human Resources Director (In Process)   |
| • Cameron, Texas  | City Manager  |
| • Carrollton, Texas                                     | City Manager  |

|   |  |
|---|--|
|   | Director of Public Works<br>Fire Chief<br>Transit Oriented Development Director  |
| • Casa Grande, Arizona                                    | City Manager   |
| • Chandler, Arizona                                       | Assistant City Manager<br>Chief Information Officer<br>Chief of Police<br>Communications & Public Affairs Director<br>Human Resources Director   |
| • Charlottesville, Virginia                               | Director of Parks, Recreation &<br>Leisure Services<br>Finance Director (In Process)<br>Transit Manager  |
| • Chehalis, Washington                                    | City Manager   |
| • Coalinga Regional Medical Center (Coalinga, California) | Executive Director   |
| • Coalinga, California                                    | City Manager   |
| • College Station, Texas                                  | Chief of Police (3)<br>Fire Chief (2)<br>Manager, Information Systems  |
| • Coppell, Texas  | Assistant Director of Public Works<br>Chief of Police<br>City Engineer   |
| • Corpus Christi, Texas                                   | Assistant City Manager, Management & Budget<br>Chief of Police<br>City Attorney<br>City Manager<br>Director of Personnel & Labor Relations<br>Director of Public Health<br>Director of Safety & Risk Management<br>Manager, Affirmative Action/EEO |
| • Corvallis, Oregon                                       | City Manager   |
| • Covington, Washington                                   | City Manager   |
| • Davis, California                                       | City Manager   |
| • Decatur, Illinois                                       | Director of Public Safety Services   |
| • Denton, Texas   | City Manager<br>Executive Director, Planning &<br>Community Development  |
| • Des Moines, Iowa  | Housing Services Director  |
| • District of Colombia                                    | Chief Transportation Engineer<br>Corporation Counsel<br>Deputy Mayor for Operations<br>Parks & Recreation Director   |
| • Dubuque, Iowa   | City Manager   |
| • Durham, North Carolina                                  | Police Chief   |
| • East Orange, New Jersey                                 | Director of Police<br>Information Technology Coordinator<br>Police Technology Director (In Process)  |
| • Edmond, Oklahoma  | Chief of Police  |

|                              |  |
|------------------------------|--|
| • Elmwood Park, Illinois     | Village Manager  |
| • Englewood, Colorado        | City Manager   |
| • Eugene Oregon              | Director of Public Safety  |
| • Evanston, Illinois         | City Manager<br>Public Works Director  |
| • Farmers Branch, Texas      | Chief of Police<br>City Manager<br>Director, Economic Development<br>Manager, Council Goal Setting Process   |
| • Federal Way, Washington    | Director of Police Services (Chief)  |
| • Ferguson, Missouri         | City Manager (2)   |
| • Fort Collins Colorado      | City Manager<br>Community Development Director<br>Deputy City Manager<br>Director, Development Services<br>Director, Finance   |
| • Fort Wayne, Illinois       | Director of Parks and Recreation   |
| • Fort Worth, Texas          | Assistant Director of Transportation<br>& Public Works<br>Assistant Housing Director<br>Aviation Director<br>City Attorney<br>Director of Development<br>Director of Housing<br>Director of Human Relations<br>Director of Planning & Growth Management<br>Director of Transportation & Public Works<br>Environmental Management Director<br>Executive Director of Public Facilities and Events<br>Health Director<br>Library Director<br>Water Utilities Director |
| • Fremont, California        | Assistant Financial Services Director<br>Fire Chief (2)<br>Information Technology Manager  |
| • Garland, Texas             | Assistant Director of Electric Utilities<br>Code Enforcement Manager<br>Director of Finance<br>Economic Development Director<br>Human Resources Director<br>Traffic & Transportation Director  |
| • Glendale, Arizona          | Deputy City Manager<br>Community Development   |
| • Grand Prairie, Texas       | Assistant Utilities Director (Electric)<br>Traffic & Transportation Director   |
| • Greenville, South Carolina | Assistant City Manager<br>City Manager<br>Finance Director<br>Public Works Director  |
| • Gresham, Oregon            | City Manager   |

|  |   |
|--|---|
| • Hampton, Virginia                              | Police Chief  |
| • Harlingen, Texas                               | City Manager  |
| • Hartford, Connecticut                          | Chief of Police   |
| • Hayward, California                            | Personnel and Employee Relations Director   |
| • Hermiston, Oregon                              | Chief of Police   |
| • Houston Police Officers Pension System (Texas) | Chief Investment Officer<br>Executive Director  |
| • Huntsville, Texas                              | City Manager  |
| • Iowa City, Iowa                                | City Manager  |
| • Irving, Texas                                  | Chief of Police<br>City Manager   |
| • Juneau, Alaska                                 | City Manager  |
| • Kent, Washington                               | Assistant Fire Chief (2)  |
| • Kerrville, Texas                               | City Manager  |
| • Ketchikan Gateway Borough, Alaska              | Borough Attorney<br>Borough Manager   |
| • Kilgore, Texas                                 | City Manager  |
| • King County/Seattle, Washington (Joint Agency) | Community Oriented Primary Care Director<br>Director of Adult Corrections<br>Director of Public Health (2)<br>Director of Public Safety<br>Director of Stadium Administration (Kingdome)<br>Executive Director, Economic Development Council<br>Human Resources Director<br>Manager, Surface Water Management Division<br>Medical Director<br>Organizational Assessment Project<br>Prevention Services Manager<br>Public Defense Program Administrator<br>Public Works Director (Modified)<br>Roads Manager |
| • Kirkland, Washington                           | Administrative Services Director<br>Assistant City Manager<br>Chief of Police<br>City Manager<br>Deputy Fire Chief<br>Director, Planning & Community Development<br>Public Works Director   |
| • Lake Oswego, Oregon                            | City Manager<br>Fire Chief  |
| • Las Vegas, Nevada                              | Director of Community Planning & Development<br>Fire Chief<br>Human Resources Director<br>Redevelopment Manager   |
| • Lee's Summit, Missouri                         | City Administrator  |
| • Lewiston, Idaho                                | Community Development Director<br>Public Works Administrator  |
| • Little Rock, Arkansas                          | Chief of Police   |

|                             |   |
|-----------------------------|---|
|                             | City Manager  |
| • Long Beach, Washington    | City Administrator  |
| • Longmont, Colorado        | City Manager  |
| • Longview, Washington      | City Manager  |
| • Los Angeles, California   | Chief of Police<br>Deputy Administrator, Economic Development<br>& Community Redevelopment  |
| • Loveland, Colorado        | City Manager (2)  |
| • Lubbock, Texas            | City Manager, Internal Auditor  |
| • Lynnwood, Washington      | Chief Building Official   |
| • Mercer Island, Washington | City Attorney<br>City Manager<br>Compensation Study<br>Parks and Recreation Director  |
| • Midland, Texas            | City Manager  |
| • Midlothian, Texas         | City Manager  |
| • Mill Creek, Washington    | City Manager  |
| • Minneapolis, Minnesota    | Police Chief  |
| • Missouri City, Texas      | City Manager<br>Finance Director  |
| • Modesto, California       | Deputy City Manager<br>Deputy Director of Recreation and<br>Neighborhoods<br>Director of Community Development<br>Fire Chief  |
| • Mont Belvieu, Texas       | City Administrator  |
| • Mount Prospect, Illinois  | Village Manager   |
| • Mt. Pleasant, Texas       | City Manager  |
| • Murphy, Texas             | City Manager<br>City Secretary  |
| • Newcastle, Washington     | City Manager  |
| • Norfolk, Virginia         | Assistant City Manager<br>Assistant Director of Budget & Finance (In<br>Process)<br>Assistant Director of Child &<br>Family Services (In Process)<br>Assistant Director of Human Resources (In<br>Process)<br>Assistant Library Director<br>Chief of Police<br>Director of Finance (In Process)<br>Fire Chief<br>Human Services Program Manager (In Process)<br>Information Technology Director<br>Library Director |
| • Norman, Oklahoma          | City Manager  |
| • Oak Park, Illinois        | Chief of Police<br>Director of Building Property and Maintenance<br>Director of Public Health   |

|                            |   |
|----------------------------|---|
|                            | Fire Chief<br>Public Works Director   |
| • Oakland, California      | Administrative Librarian, Development & Employment<br>Director of Communications & Information Services<br>Director, Office of Economic Development & Employment<br>Director of Police Services (Chief)<br>Fire Chief<br>Information Technology Director                      |
| • Odessa, Texas            | City Manager  |
| • Oklahoma City, Oklahoma  | Chief of Police<br>Police Department Succession Planning Project  |
| • Ontario, California      | Convention Center Director  |
| • Oregon City, Oregon      | City Manager (2)  |
| • Paris, Texas             | City Manager  |
| • Pearland, Texas          | City Manager  |
| • Peoria, Arizona          | Community Development Director<br>Deputy Police Chief<br>Human Resources Director   |
| • Plano, Texas             | Assistant City Manager (3)<br>Chief Building Official<br>Chief of Police (3)<br>City Manager (2)<br>Data Processing Director<br>Director, Environmental Health<br>Economic Development Director (2)<br>IT Director<br>Planning Director<br>Transportation Engineering Manager |
| • Ponca City, Oklahoma     | Fire Chief (In Process)   |
| • Port Arthur, Texas       | Chief of Police, City Manager   |
| • Portland, Oregon         | Director, GIS<br>Director, OFA<br>Manager, GIS<br>Personnel Director  |
| • Prescott Valley, Arizona | Police Chief  |
| • Puyallup, Washington     | Chief of Police<br>City Manager<br>Director of Information Technology & Communications (In Process)   |
| • Redmond, Washington      | Assistant to the Mayor<br>Director of Parks and Recreation<br>Fire Chief (2)<br>Human Resources Director  |
| • Renton, Washington       | Director, Community Development<br>Public Works Director  |
| • Richmond, California     | Police Chief (In Process)   |
| • Rochester, New York      | Public Library Director   |

|                               |  |
|-------------------------------|--|
| • Roseville, Minnesota        | Chief of Police, City Manager  |
| • Round Rock, Texas           | Fire Chief   |
| • Saint Louis Park, Minnesota | City Manager (2)   |
| • San Angelo, Texas           | City Manager   |
| • San Antonio, Texas          | Assistant Director of Convention & Visitors Bureau<br>Economic Development Director<br>Library Director  |
| • San Bernardino, California  | Animal Control Director<br>Deputy Director of Public Works/<br>City Engineer   |
| • San Diego, California       | Chief Information Officer/Deputy City Manager  |
| • Snyder, Texas               | City Manager   |
| • Sugar Land, Texas           | Assistant City Manager (2)   |
| • Terrell, Texas              | City Manager   |
| • Weatherford, Texas          | City Manager   |
| • San Jose, California        | Assistant City Manager<br>Assistant Director of Aviation Operations<br>Deputy Director of Animal Services<br>Deputy Director, Community Facilities Development<br>Deputy Director, Community Services<br>Director of Office of Community Development<br>Director of Parks, Recreation & Neighborhood Svcs.<br>Director, Workforce Investment Act<br>Employee Relations Manager (2)<br>Fire Chief (2)<br>Gaming Control Administrator   |
| • Seatac, Washington          | City Manager   |
| • Seattle, Washington         | Capital Planning & Development Division Director<br>Chief Engineer, Seattle City Light<br>Chief Operating Officer, Seattle City Light<br>Contracts & Concessions Manager, Seattle Center<br>Deputy Superintendent, Electrical Services<br>Director, Drainage & Wastewater Utility<br>Director of Engineering, Seattle Water Department<br>Director of Operations<br>Director of Water Quality<br>Director, Office of Planning<br>Director, Seattle Center<br>Employees Retirement System, Executive Director<br>Finance Director<br>Fire Chief<br>Human Resources Director, Seattle City Light<br>Marketing Director, Seattle Center<br>Police Chief<br>Public Works Consultant Services Manager |

|                            |  |
|----------------------------|--|
|                            | SCADA Systems Manager, Seattle Public Utilities<br>Water Department, Affirmative Action  |
| • Sioux City, Iowa         | Public Works Director  |
| • Snohomish, Washington    | City Manager<br>Police Chief   |
| • Snoqualmie, Washington   | City Administrator   |
| • Southlake, Texas         | Deputy Director of Public Safety/<br>Chief of Police Services<br>Director of Planning  |
| • Spokane, Washington      | Chief Administrative Officer<br>Director of Management Information Services<br>Risk Manager  |
| • Springfield, Ohio        | City Manager<br>Finance Director   |
| • Springfield, Oregon      | Development Services Director<br>Human Resources Director  |
| • Sugar Land, Texas        | City Attorney<br>Finance & Administrative Services Director  |
| • Sunnyvale, California    | Assistant Director of Public Safety<br>Assistant to the City Manager<br>City Clerk (2)<br>Community Development Director<br>Deputy City Manager – Organizational<br>Effectiveness<br>Human Resources Director<br>Director of Public Safety |
| • Surprise, Arizona        | Fire Chief<br>Police Chief   |
| • Tacoma, Washington       | City Manager (In Process)<br>Human Resources Director<br>Information Technology Director<br>Library Director   |
| • Texas Municipal League   | Executive Director, Health Insurance Trust Fund  |
| • Thornton, Colorado       | City Attorney<br>Community Development Director (2)<br>Economic Development Director<br>Finance Director<br>Human Resources Manager  |
| • Tucson, Arizona          | Convention Center Director<br>Director of Water Utilities  |
| • University Park, Texas   | Deputy Fire Chief (In Process)<br>Police Chief   |
| • Vancouver, Washington    | Chief of Police  |
| • Virginia Beach, Virginia | Chief Operating Officer<br>Police Chief  |
| • Waco, Texas              | Chief of Police<br>City Manager  |
| • Walla Walla, Washington  | City Manager   |
| • Washougal, Washington    | City Administrator<br>Police Chief   |

|                            |   |
|----------------------------|---|
|                            | Public Works Director   |
| • West Des Moines, Iowa    | City Manager<br>Information Services Manager<br>Public Works Director |
| • West St. Paul, Minnesota | City Manager  |
| • Westminster, Colorado    | Finance Director<br>Planning Manager                                  |
| • Woodbury, Minnesota      | City Administrator  |
| • Wichita, Kansas          | Airport Director (In Process)   |
| • Wrangell, Alaska         | City Manager  |
| • Yakima, Washington       | Wastewater Treatment Superintendent                                   |

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PROFESSIONAL FEES

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The professional fee to conduct the search will be dependent upon the level of position within the organization with a range from [REDACTED] to [REDACTED] per search.

Expenses are not included in professional fees and will be billed separately as incurred. Project-related expenses include, but are not limited to: job posting and advertising fees on various Web sites and classified advertising fees in printed publications; consultant travel expenses; criminal history/credit/driver's license checks; printing and the production of necessary materials such as brochures, profiles, and final reports; transportation; telephone fees; shipping and postage, profile mailing labor/services, and video conferencing fees. Travel expenses incurred by candidates are not the responsibility of Waters-Oldani.

The professional fee for each search will be billed in four installments; 30% of the fee will be billed at the beginning of the search; 30% at the implementation of Phase II; 30% at the implementation of Phase III; and the final 10% upon acceptance of offer by the candidate.

[REDACTED]  
[REDACTED]  
[REDACTED]

Only professional fees have been detailed in the following section. If selected for this project, Waters-Oldani will be happy to negotiate a not-to-exceed figure including expenses. [REDACTED]  
[REDACTED]  
[REDACTED]

**LEVEL I PROFESSIONAL FEES**  
**For Executive Positions such as:**  
**Assistant City Manager, Department Heads, Police Chief, Fire Chief, etc.**

| <i>PHASE</i>                              | <i>DESCRIPTION OF PROFESSIONAL SERVICES</i>   |
|---|---|
| Phase I                                   | Task 1 – Profile Development & Posting (includes 1 day on site)<br>Task 2 – Identify Quality Candidates |
| Phase II                                  | Task 3 – Preliminary Screening & Initial Report<br>Task 4 – Background Interviews & References          |
| Phase III                                 | Task 5 – Finalize Search / Recommend Finalists  |
| Conclusion                                | Acceptance of offer by candidate  |
| <b>Total Professional Fees Per Search</b> |   |

**LEVEL II PROFESSIONAL FEES**  
**For Senior Level Positions such as:**  
**Small-Department Directors and Assistant Department Directors**

| <i>PHASE</i>                              | <i>DESCRIPTION OF PROFESSIONAL SERVICES</i>   |
|---|---|
| Phase I                                   | Task 1 – Profile Development & Posting (includes 1 day on site)<br>Task 2 – Identify Quality Candidates |
| Phase II                                  | Task 3 – Preliminary Screening & Initial Report<br>Task 4 – Background Interviews & References          |
| Phase III                                 | Task 5 – Finalize Search / Recommend Finalists  |
| Conclusion                                | Acceptance of offer by candidate  |
| <b>Total Professional Fees Per Search</b> |   |

**LEVEL III PROFESSIONAL FEES**  
**For Mid-Management Positions such as:**  
**Department Supervisors and other Senior Supervisory Positions**

| <i>PHASE</i>                              | <i>DESCRIPTION OF PROFESSIONAL SERVICES</i>   |
|---|---|
| Phase I                                   | Task 1 – Profile Development & Posting (includes 1 day on site)<br>Task 2 – Identify Quality Candidates |
| Phase II                                  | Task 3 – Preliminary Screening & Initial Report<br>Task 4 – Background Interviews & References          |
| Phase III                                 | Task 5 – Finalize Search / Recommend Finalists  |
| Conclusion                                | Acceptance of offer by candidate  |
| <b>Total Professional Fees Per Search</b> |   |



| <i><b>OPTIONAL SERVICES FOR CONSIDERATION</b></i>   | <i><b>PROFESSIONAL FEES</b></i> |
|---|---------------------------------|
| Additional work related to the search process and as specifically requested by the client which is outside of the scope of this project (i.e. additional onsite meetings) | Quoted upon request             |



# CONTRACT AMENDMENT

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

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

Buyer: Lisa Houg, CPPB

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

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

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

|  |          |                      |                                   |
|--|----------|----------------------|-----------------------------------|
|  | 05/30/07 | Stacy L. WATERS      | The Waters Consulting Group, Inc. |
| Signature  | Date     | Typed Name and Title | Company Name                      |
|  |          | Sen. VP of Ops.      |                                   |

|                              |       |       |          |
|------------------------------|-------|-------|----------|
| 5050 Quorum Drive, Suite 625 | Dalls | TX    | 75254    |
| Address                      | City  | State | Zip Code |

Attested by:

  
Mary Jo Kief, City Clerk



City Seal

CC Number

ACON 35706A

Contract Number:

Official File

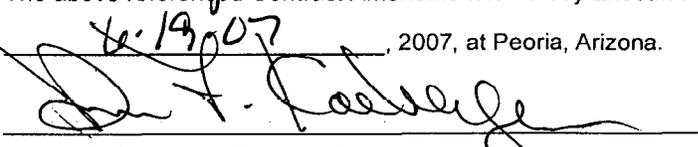
Requested by:

  
Recommended by:

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

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

The above referenced Contract Amendment is hereby Executed  
6-19-07, 2007, at Peoria, Arizona.

  
Herman F. Koebergen, Materials Manager

**A CON 35706A**



# CONTRACT AMENDMENT

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

Solicitation No: **P06-0054** Page 1 of 2  
 Description: Human Resources Executive Search Services  
 Amendment No: Two (2) Date: 11/26/08

Buyer: Lisa Houg, CPPB

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

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

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

Steph Waters 12/15/2008 Steph L. Waters The Waters Consulting Group, Inc.  
 Signature Date Typed Name and Title Company Name  
 Senior VP of Operations

5050 Quorum Dr., Ste. 625 Dallas TX 75254  
 Address City State Zip Code

Attested by:

Mary Jo Kief  
 Mary Jo Kief, City Clerk



City Seal

(Rev 02/01/08)

CC Number  
ACON35706B  
 Contract Number:  
 Official File

Bobbie Kinnelton  
 Requested by:  
Lisa Houg  
 Recommended by:  
Ellen Van Riper, Assistant City Attorney  
 Approved as to Form: Stephen M. Kemp, City Attorney  
 The above referenced Contract Amendment is hereby Executed  
12/30/08 at Peoria, Arizona.  
Herman F. Koebergen  
 Herman F. Koebergen, Materials Manager

**ACON35706B**



# CONTRACT AMENDMENT

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

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

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

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

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

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

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

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

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

**19. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

**32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



# CONTRACT AMENDMENT

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

Solicitation No: **P06-0054** Page 1 of 1  
Description: Human Resources Executive Search Services  
Amendment No: Three (3) Date: **06/25/09**

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 8/31/09.

**Contract Term: 9/1/09 to 8/31/10**

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

*Stacy L. Waters* 07.06.09 Stacy L. Waters The Waters Consulting Group, Inc.  
Signature Date Typed Name and Title Company Name

5050 Quorum Drive, Suite 625 Dalls TX 75254  
Address City State Zip Code

Attested by:

*Mary Jo Kief*  
Mary Jo Kief, City Clerk

*Lyman Locket*  
Requested by: Lyman Locket, Human Resources Manager

*Lisa Houg*  
Recommended by: Lisa Houg, Contract Officer  
**Ellen Van Riper, Assistant City Attorney**

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

The above referenced Contract Amendment is hereby Executed  
*July 17*, 2009, at Peoria, Arizona.

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



City Seal

CC Number

ACON 35706C

Contract Number:

Official File

SCANNED

ACON35706C



# CONTRACT AMENDMENT

**ORIGINAL**  
 Materials Management  
 Procurement  
 9875 N. 85<sup>th</sup> Avenue  
 Peoria, AZ 85345  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

Solicitation No: **P06-0054** Page 1 of 1  
 Description: Human Resources Executive Search Services  
 Amendment No: Four (4) Date: 07/02/10

Buyer: Lisa Houg, CPPB

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

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

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

|  |                        |  |  |
|--|------------------------|--|--|
| <u>Stacy L. Waters</u><br>Signature            | <u>7.15.10</u><br>Date | <u>Stacy L. Waters</u><br>Typed Name and Title | <u>The Waters Consulting Group, Inc.</u><br>Company Name |
| <u>5050 Quorum Drive, Suite 625</u><br>Address | <u>Dalls</u><br>City   | <u>TX</u><br>State                             | <u>75254</u><br>Zip Code                                 |

Attested by:

Mary Jo Wadell  
 Mary Jo Wadell, City Clerk



City Seal

CC Number  
 ACON 35706D  
 Contract Number:  
 Official File

Wynette Reed  
 Requested by: Wynette Reed, Human Resources Director

Lisa Houg  
 Recommended by: Lisa Houg, Contract Officer  
**Ellen Van Riper, Assistant City Attorney**

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

The above referenced Contract Amendment is hereby Executed  
July 27, 2010, at Peoria, Arizona.

Herman F. Koebergen  
 Herman F. Koebergen, Materials Manager

**ACON35706D**



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

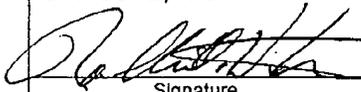
Solicitation No: **P06-0054** Page 1 of 1  
Description: Human Resources Executive Search Services  
Amendment No: Five (5) Date: 08/16/11

Buyer: Lisa Houg, CPPB

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

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

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

|  |                |                                 |  |
|--|----------------|---------------------------------|--|
|  | <u>8/16/11</u> | <u>Rollie Waters, President</u> | <u>The Waters Consulting Group, Inc.</u> |
| Signature  | Date           | Typed Name and Title            | Company Name                             |

|                                     |              |           |              |
|-------------------------------------|--------------|-----------|--------------|
| <u>5050 Quorum Drive, Suite 625</u> | <u>Dalls</u> | <u>TX</u> | <u>75254</u> |
| Address                             | City         | State     | Zip Code     |

Attested by:  
  
Wanda Nelson, City Clerk



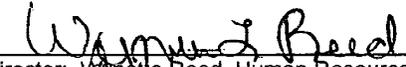
City Seal

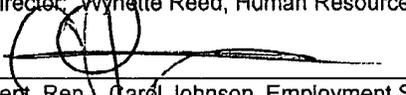
CC Number

ACON 35706E

Contract Number:

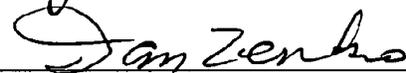
Official File

  
Director, Wynette Reed, Human Resources Director

  
Dept. Rep., Carol Johnson, Employment Services Supervisor

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

The above referenced Contract Amendment is hereby Executed  
August 24, 2011, at Peoria, Arizona.

  
Dan Zenko, Materials Management Supervisor