



CONTRACT AMENDMENT

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

Solicitation No: **P06-0054** Page 1 of 1
Description: Human Resources Executive Search Services
Amendment No: 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.

7-19-10

James L. Mercer,
President

The Mercer Group, Inc.

Signature

Date

Typed Name and Title

Company Name

551 W. Cordova Rd. #726

Santa Fe

NM

87505

Address

City

State

Zip Code

Attested by:

Mary Jo Waddell, City Clerk

CC Number

ACON 35806D

Contract Number:



City Seal

Official File

Requested by: Wynette Reed, Human Resources Director

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed

8/03, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 35806D



CONTRACT AMENDMENT

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

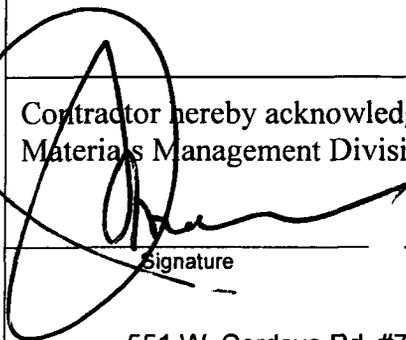
Solicitation No: **P06-0054** Page 1 of 1
Description: Human Resources Executive Search Services
Amendment No: Three (3) Date: 06/25/09

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.

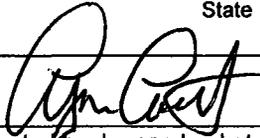
 7-5-09 James L. Mercer, President The Mercer Group, Inc.
Signature Date Typed Name and Title Company Name

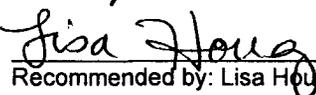
551 W. Cordova Rd. #726 Santa Fe NM 87505
Address City State Zip Code

Attested by:

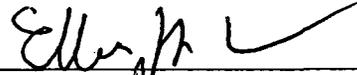


Mary Jo Kief, City Clerk

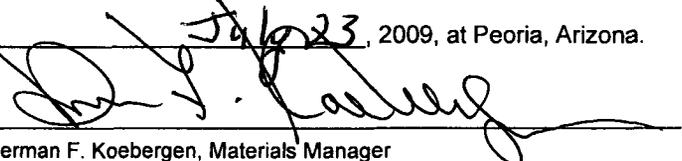

Requested by: Lyman Locket, Human Resources Manager


Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney


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

The above referenced Contract Amendment is hereby Executed
July 23, 2009, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON 35806C

Contract Number:

Official File



CONTRACT AMENDMENT

**Materials Management
Procurement**

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **P06-0054**

Page 1 of 2

Description: Human Resources Executive Search Services

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.

12-13-08 JAMES L. MERCER
PRESIDENT/CEO

The Mercer Group, Inc.

Date

Typed Name and Title

Company Name

551 W. Cordova Rd., #726

Santa Fe

NM

87505

Address

City

State

Zip Code

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON35806B

Contract Number:

Official File



City Seal

Requested by:

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, Materials Manager



CONTRACT AMENDMENT

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

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

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/16/2008

PRODUCER
MAGUIRE INSURANCE AGENCY, INC
8600 LASALLE ROAD
SUITE 331
TOWSON, MD 21286

Serial # 100556

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

INSURED
THE MERCER GROUP, INC.
551 W. CORDOVA ROAD, #726
SANTA FE, NM 87505

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: PHILADELPHIA INSURANCE CO.	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

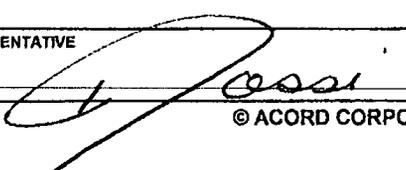
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES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

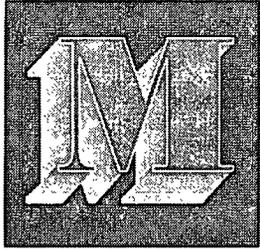
INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHSD307017	02/06/2008	02/06/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHSD307017	02/06/2008	02/06/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A		OTHER PROFESSIONAL ERRORS & OMISSIONS	PHSD307017	02/06/2008	02/06/2009	LIMIT: \$2,000,000 AGG: \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 REF: P06-0054 - HUMAN RESOURCES EXECUTIVE SEARCH SERVICES
 CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

 CITY OF PEORIA
 8401 WEST MONROE STREET
 PEORIA, AZ 85345

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




The Mercer Group, Inc.

Consultants To Management

551 W. Cordova Road #726
Santa Fe, New Mexico 87505
505-466-9500
FAX 505-466-1274
E-mail: mercerc@mindspring.com

December 17, 2008

Via E-Mail to: Lisa.Houg@peoriaaz.gov

Ms. Lisa Houg
City of Peoria, AZ

RE: Worker's Compensation Insurance

Dear Ms. Houg:

With regard to Worker's Compensation Insurance, The Mercer Group, Inc. is a Georgia corporation. The Georgia Department of Revenue has informed us that we do not have the requisite number of employees to require that we carry Worker's Compensation Insurance. For this reason, we have not requested any certificate showing Worker's Compensation coverage to be forwarded to you.

If you have any questions, please call Karolyn Prince-Mercer at 505-660-5503.

Thank you for your attention to this matter.

Sincerely,

THE MERCER GROUP, INC.

Karolyn Prince-Mercer

Karolyn Prince-Mercer
Vice President

**PINPOINTING WORKABLE SOLUTIONS
FROM OUR OFFICES AROUND THE UNITED STATES**

www.mercergroupinc.com



CONTRACT AMENDMENT

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

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

Buyer: Lisa Houg, CPPB

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

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

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

[Signature] 5-28-07 JAMES L. MERCER The Mercer Group, Inc.
Signature Date Typed Name and Title Company Name

551 W. Cordova Rd. #726 Santa Fe NM 87505
Address City State Zip Code

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

[Signature]
Requested by:
Lisa Houg
Recommended by:

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

The above referenced Contract Amendment is hereby Executed
6-5-07, 2007, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager



City Seal

CC Number
ACON 35806A
Contract Number:
Official File

A CON 35806A

07259



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



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

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

OFFER

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

Arizona Transaction (Sales) Privilege Tax License Number: _____

For clarification of this offer contact: **JAMES L. MERCER**
 Name: **THE MERCER GROUP, INC.**

Federal Employer Identification Number: **58-1877068**

Telephone: **5054668500** Fax: **5054661274**

THE MERCER GROUP, INC.
 Company Name

[Signature]
 Authorized Signature for Offer

551 W CORDOVA RD #726
 Address

JAMES L. MERCER
 Printed Name

SALTA FE NM 87505
 City State Zip Code

PRESIDENT/CEO
 Title

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

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

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

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

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

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

CC: _____

[Signature]
 Stephen M. Kemp, City Attorney



Contract Number: **ACON 35806**

Contract Awarded Date: **August 23, 2006**

Official File: _____

[Signature]
 Terrence L. Ellis, City Manager



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. PREPARATION OF PROPOSAL:

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

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

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

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

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

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

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

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

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

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

11. AWARD OF CONTRACT:

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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

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

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



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
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7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Consultant without prior written permission of the City and no delegation of any duty of Consultant shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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

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

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

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

Force majeure shall not include the following occurrences:

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

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

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

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

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



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



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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.



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

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



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

a. Technical Proposal

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

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

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

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



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

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



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

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

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

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

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

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

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

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



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27. Required Insurance Coverage:

a. Commercial General Liability

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

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

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

d. Professional Liability

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



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

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

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

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

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

30. **Independent Contractor:**

a. General

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

b. Liability

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

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

c. Other Benefits

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



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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0054**

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

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

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

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

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



SCOPE OF WORK

Solicitation Number: **P06-0054**

Materials Management Procurement

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

I. PURPOSE

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

II. INTENT

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

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

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

III. BACKGROUND

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

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

IV. SCOPE OF SERVICES

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



SCOPE OF WORK

Solicitation Number: **P06-0054**

Materials Management Procurement

8314 West Cinnabar Street
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- 4) Assist the City in the interview process for the top candidates, including coordination of travel and accommodation arrangements for candidates and interviewers.
- 5) Documentation and support of selection and non-selection recommendations.
- 6) Assist in the completion of the assessment center process.
- 7) Reference checking, including verification of professional and educational credentials.
- 8) Background checking.

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

V. LIST OF CLASSIFICATIONS

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

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



SCOPE OF WORK

Solicitation Number: **P06-0054**

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
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VI. SUBMITTAL REQUIREMENTS

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

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



SCOPE OF WORK

Solicitation Number: **P06-0054**

Materials Management Procurement

8314 West Cinnabar Street
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Phone: (623) 773-7115
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VII. PROPOSAL EVALUATION AND SELECTION PROCESS

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

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

VIII. PROPOSAL DUE DATE

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

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

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

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

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



QUESTIONNAIRE

Solicitation Number: **P06-0054**

**Materials Management
Procurement**

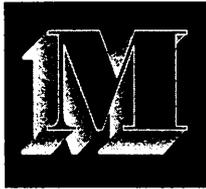
8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

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



The Mercer Group, Inc.

Consultants To Management

551 W. Cordova Road, #726
Santa Fe, New Mexico 87505
(505) 466-9500
FAX (505) 466-1274
E-mail: mercerc@mindspring.com

May 29, 2006

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

Dear Ms. Houg:

These were to be shipped today, Monday, May 29, 2006, for delivery to the City of Peoria on Tuesday, May 30, 2006. However, we learned that neither UPS nor Federal Express would be operating today. We are submitting these proposals and hope that they will be accepted by the City of Peoria.

Thank you for your attention and consideration.

Sincerely,

THE MERCER GROUP, INC.

Karolyn Prince-Mercer
Vice President

ATLANTA • BRECKENRIDGE • DALLAS • GREELEY • LANSING • MARIETTA
NEW ORLEANS • PHOENIX • RALEIGH AREA • SANTA FE • SCOTTSDALE
SACRAMENTO AREA • WINTER HAVEN

www.mercergroupinc.com

Solicitation Number:

P06-0054

**CITY OF PEORIA,
ARIZONA**

Proposal for

**EXECUTIVE
SEARCH
SERVICES**

May 28, 2006



The Mercer Group, Inc.

Consultants To Management



The Mercer Group, Inc.

Consultants To Management

551 W. Cordova Road, #726

Santa Fe, New Mexico 87505

(505) 466-9500

FAX (505) 466-1274

E-mail: mercerc@mindspring.com

May 28, 2006

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

Dear Sir/Madam:

The Mercer Group, Inc. is most pleased to submit this proposal to assist the City of Peoria to recruit nationally and to develop exceptionally well-qualified candidates for Human Resources Executive Search Services for Executive, Department Head and Management Level positions. We are most interested in assisting the City of Peoria with this critical project, and if selected to conduct the search, would have no difficulty beginning the project immediately and expediting our work to ensure a smooth process. The Mercer Group, Inc. has extensive experience in conducting executive search services locally and nationally. Our firm conducts many executive searches each year throughout the United States. We are exceptionally well qualified to conduct these searches for the City of Peoria.

The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the City of Peoria in selecting highly qualified individuals who meet the profile and needs of the City and who might not otherwise apply. The Mercer Group, Inc. is exceptionally well-qualified to assist the City with this project. We have conducted recent searches for executives, department heads and management level positions for several communities your size. We are quite familiar with the candidate pool and the local needs.

We are the largest nationwide public sector search firm and we have more experience than any other public sector executive search firm. Mr. Mercer is a Certified Management Consultant (CMC) which is the preeminent designation earned in the management consulting profession. It is an indication that the individual possessing it has met and continues to meet strict certification requirements of the Institute of Management Consultants. The CMC designation represents that the individual has met world-class standards of competence, ethics and independence in the management consulting field. Mr. Mercer is the only management consultant with this designation operating in the public sector. (Please see www.mercergroupinc.com for more information about our firm and about current searches that we are conducting.)

ATLANTA • BRECKENRIDGE • DALLAS • GREELEY • LANSING • MARIETTA
PHOENIX • RALEIGH • SANTA FE • WINTER HAVEN

www.mercergroupinc.com

Materials Management
City of Peoria
Page Two
May 28, 2006

The mission of The Mercer Group, Inc. is to make our clients proud that they engaged us to provide management consulting services for them. The Mercer Group, Inc. also makes extensive use of the Internet both with our own web page which can be located at www.mercergroupinc.com and through e-mail. We post positions with other Internet providers and make information available to a wide number of people who are Internet users. We also make extensive use of the Internet to review newspaper articles on top candidates, etc., from the community in which they are currently employed or were employed in the past.

This proposal is designed to provide an indexed and easily usable document for the City of Peoria to assess the qualifications of The Mercer Group, Inc. to handle this critical work. It contains the following sections: Table of Contents; Introduction, Background, Objectives and Scope; Our Approach, Work Plan and Schedule; Equal Employment Opportunity Statement; Cost Proposal; Firm Qualifications and Staffing; and Why You Should Select The Mercer Group, Inc. Appendices include an Acceptance/Signature page; our Previous Search List; References; and Questions and Answers about Executive Search.

Our corporate headquarters is in Atlanta and we have branch offices in Breckenridge, Colorado; Dallas, Texas; Greeley, Colorado; Lansing, Michigan; Marietta, Georgia; New Orleans, Louisiana; Phoenix/Scottsdale, Arizona; Raleigh, North Carolina; Santa Fe, New Mexico; Weimar, California; and Winter Haven, Florida. We will work on the assignment from our Santa Fe office.

This search will be personally conducted by James L. Mercer. Mr. Mercer will be assisted on appropriate tasks by Clark Wurzberger and Karolyn Prince-Mercer.

* * * * *

Thank you for the opportunity to respond to this important assignment. This proposal is valid for ninety (90) days from receipt by the City of Peoria. We are looking forward to discussing this proposal with you personally, and urge you to allow us to come to Peoria at our expense to do that. We can move very quickly to do so. Please call me at 505-466-9500 if you have any questions.

Sincerely yours,

THE MERCER GROUP, INC.

James L. Mercer, President
Certified Management Consultant (CMC)

Enclosures

THE MERCER GROUP, INC.

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

A Understanding of the Scope of Work.

See Section I - Introduction, Background, Objectives and Scope at pages 1 to 3 of the Technical Proposal.

- 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.

See Section II - Our Approach, Work Plan and Schedule at pages 4 to 15 of the Technical Proposal.

- 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.

See Section V - Firm Qualifications and Staffing at pages 20 to 26 of the Technical Proposal and Appendices B and C at pages 39 to 51.

- D. Staff Assignments and Experience -** This shall include the experience and qualifications of the principals of the firm who will perform the work.

See Section V - Firm Qualifications and Staffing at pages 20 to 26 of the Technical Proposal.

- 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.)

See Section IV - Cost Proposal at pages 17 to 19 of the Technical Proposal.

- 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.

See Section II - Our Approach, Work Plan and Schedule at page 13 of the Technical Proposal.

- G. Overall Firm and Staff Projected Workload.**

The principles involved are currently conducting approximately five (5) searches each and have adequate time to properly handle the searches the City of Peoria is contemplating.

H. Anticipated City Involvement for Successful Completion of the Required Scope of Work.

Anticipated City involvement would include arranging for a place to work, arranging meetings with City officials, staff and others with whom the City would like us to meet, processing of invoices, and provision of materials for the recruitment brochure.

CITY OF PEORIA, ARIZONA

Proposal for

EXECUTIVE SEARCH SERVICES

May 28, 2006

THE MERCER GROUP, INC.

551 W Cordova Road

Suite 726

Santa Fe, New Mexico 87505

505-466-9500

505-466-1274 FAX

mercerc@mindspring.com

www.mercergroupinc.com

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- V. Pro-Forma Invoice
- VI. The Mercer Group, Inc. Recruitment Team Skills Matrix
- VII. Code of Ethics of Institute of Management Consultants

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The Mercer Group, Inc. is pleased to submit this Executive Summary with our proposal to the City of Peoria to conduct executive search services.

We are quite active in the public and private sectors, either currently conducting or having just completed searches for positions for several organizations around the country. **Appendix B** to our proposal lists the high-level executive positions we have conducted over the past three (3) years or are currently conducting.

We are very experienced in conducting searches for high-level executive positions in the public section and we can move quickly to meet your needs. Further, we will be working out of our Santa Fe office. This allows us to bring total objectivity to searches such as the one the City of Peoria is contemplating.

This Executive Summary should provide you with the overview information that you need relative to our firm's qualifications to conduct an high-level executive searches for the City of Peoria.

Our Approach

After reviewing written materials provided by the City and meeting with you and others of your choice to determine their objectives relative to the search, we would conduct the following steps (on each search):

1. Analyze the position and draft a Position Profile.
2. Recruit for the position on a regional and national basis.
3. Invite potential candidates to apply who meet the criteria established by the City.
4. Review and screen applications.
5. Conduct interviews and background checks of selected candidates.
6. Recommend a list of final candidates with writeups, suggested questions and forms.
7. Coordinate final interviews, conduct final background checks, negotiation and follow-up.

Our approach is highly interactive and significantly involves the client in all important steps of the process.

Schedule

Our search process normally takes about 90 to 120 days from date of approval of the Position Profile by the client. The more time we have, within reason, of course, the more effectively we can conduct thorough evaluation and background checks on finalist candidates.

Firm Qualifications and Staffing

Our firm is headquartered in the Atlanta Metropolitan area and has branch offices in Breckenridge, Colorado; Dallas, Texas; Greeley, Colorado; Lansing, Michigan; Marietta, Georgia; Phoenix, Arizona; Raleigh, North Carolina; Santa Fe, New Mexico; Weimar, California; and Winter Haven, Florida. This search will be conducted from our Santa Fe office.

The principal consultant to be utilized for this engagement would be Mr. James L. Mercer, President of our firm. In total, Mr. Mercer has completed over 1000 searches for executives in the public sector and private sectors. The quality of our work is evidenced by the amount of repeat business which we receive from our clients.

Mr. Mercer possesses Bachelor of Science and Master of Business Administration degrees and is a former Assistant City Manager of Raleigh, North Carolina. He is a Certified Management Consultant, and previously served as a Partner with Korn/Ferry International (the world's largest executive search firm) and as Director of Management Consulting Services for Coopers & Lybrand. Mr. Mercer is President of The Mercer Group, Inc., a firm which he founded.

Mr. Mercer will be responsible for all tasks involved in the project. Mr. Wurzberger will assist Mr. Mercer on appropriate tasks. Mr. Wurzberger has over eighteen years of public sector experience. Mr. Wurzberger holds a Bachelor's Degree in English from San Diego State University. Mr. Wurzberger served for seven years as Senior Associate with Hughes, Perry & Associates (formerly Hughes, Heiss & Associates), a highly regarded California-based public sector management consulting firm providing executive search and other consulting services to local government clients in California and other states since 1974. Mr. Wurzberger specializes in public sector executive search.

Ms. Karolyn Prince-Mercer will also assist Mr. Mercer on appropriate tasks. Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. Ms. Prince-Mercer is MBTI qualified. Ms. Prince-Mercer has been in management consulting for 12 years. She has experience working in executive search, compensation and classification, and organization and management studies.

We have a number of minority and women placements in key executive positions and are proud of that record.

Code of Ethics

Mr. Mercer is a Member and subscribes to the Code of Ethics of the International City and County Management Association and to the Institute of Management Consultants.

Guarantees

We offer several guarantees of our work. The four most important are:

1. We will keep working until the placement is made.
2. We will not recruit the placement for other positions without your permission.
3. We will not recruit any of your staff for two years from the date of the placement, without your permission.
4. If the selected candidate leaves your employ within the first two years, we will redo the search for expenses only.

Reasonable Fees

Our fees to conduct a search of this type are competitive. Our normal fee is \$16,500 plus out-of-pocket expenses not-to-exceed \$8,000 for the first search, \$15,000 plus out-of-pocket expenses not-to-exceed \$7,500 for the second search and \$13,500 plus out-of-pocket expenses not-to-exceed \$7,500 for all remaining searches. If more than one search is conducted simultaneously, we may be able to offer a reduced amount for expenses. Since we are conducting other consulting work around the country, expenses can be kept to a minimum.

References

We have provided local and national references of our work in the following proposal.

Please contact me at 505-466-9500 if you have questions.

Thank you for the opportunity to present our qualifications. I will look forward to hearing from you.

Sincerely yours,

THE MERCER GROUP, INC.

James L. Mercer, President
Certified Management Consultant (CMC)

THE MERCER GROUP, INC.

TECHNICAL PROPOSAL

SECTION I

INTRODUCTION, BACKGROUND, OBJECTIVES AND SCOPE

I. INTRODUCTION, BACKGROUND, OBJECTIVES AND SCOPE

This section presents our understanding of the City of Peoria's requirements for this search, as well as the objectives and scope of the project.

A. Introduction and Background

It is our understanding that:

- The City of Peoria is seeking "turn-key" executive search services and support in connection with the recruitment of executive level positions.
- The City of Peoria is interested in identifying outstanding candidates and filling the executive level positions.
- Services required include position analysis and preparation of position profiles, recruitment for the position; inviting potential candidates to apply; reviewing and screening applications; conducting interviews, reference checks and background checks of selected candidates; recommending a list of final candidates; coordinating final interviews; negotiating; and following up.
- The City of Peoria wishes to conduct a comprehensive national recruitment process, to ensure the best qualified candidates are found and that the best qualified individuals who are acceptable can be hired.
- The annual salary and benefits package for the position will be discussed with the City Officials.

B. Objectives

The objectives that we will meet in order to help find the best qualified candidates for the position are as follows:

- To conduct on-site needs assessment for the new executive level positions.
- To develop comprehensive position profiles.
- To reconcile any differences in points of view with regard to specifications for the position.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the City Officials' and staff's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To recommend a pool of finalist candidates to the City Officials.
- To coordinate finalist candidate interviews with the City Officials.

- To mail an information packet supplied by the City Officials to all qualified applicants.
- To respond to all candidate inquiries and produce all correspondence throughout the search.
- To preserve the confidentiality of inquiries to the degree possible under Arizona law.
- To assist the City Officials in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the City Officials.
- To assist the City Officials in establishing criteria for evaluating the new executive level placement's performance.
- To follow-up with the City Officials and the new executive level placements during the first year to determine if adjustments need to be made.
- To keep the City Officials closely involved in key decisions and informed of our progress.

C. Scope

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of the City of Peoria. However, for the fee proposed it will not address recruitment of additional candidates for positions other than the one specified.

SECTION II

OUR APPROACH, WORK PLAN AND SCHEDULE

II. OUR APPROACH, WORK PLAN AND SCHEDULE

This section presents our approach, work plan and schedule for the search project.

A. Approach

Our approach and style are interactive. That is, we form a partnership with our client to conduct a project. The City of Peoria will benefit through ease of implementation and by gaining more in-depth knowledge of executive search and management consulting techniques and expertise.

B. Work Plan

We recommend a seven (7)-step search process as follows (on each search):

- Position Analysis —We will define work relationships, job qualifications and requirements for the position — the "Position Profile".
- Recruitment Process —We will recruit regionally and nationally for the position and network to locate qualified candidates.
- Resume Review — We will identify qualified candidates.
- Candidate Screening — We will thoroughly screen prospective candidates.
- Background Investigation — We will thoroughly evaluate prospective candidates.
- Interview Process — We will make recommendations and assist in selection.

- Negotiation and Follow-up –We will facilitate employment and follow-up to ensure complete integrity of the process.

This process is illustrated in Exhibit I, and each step is described below.

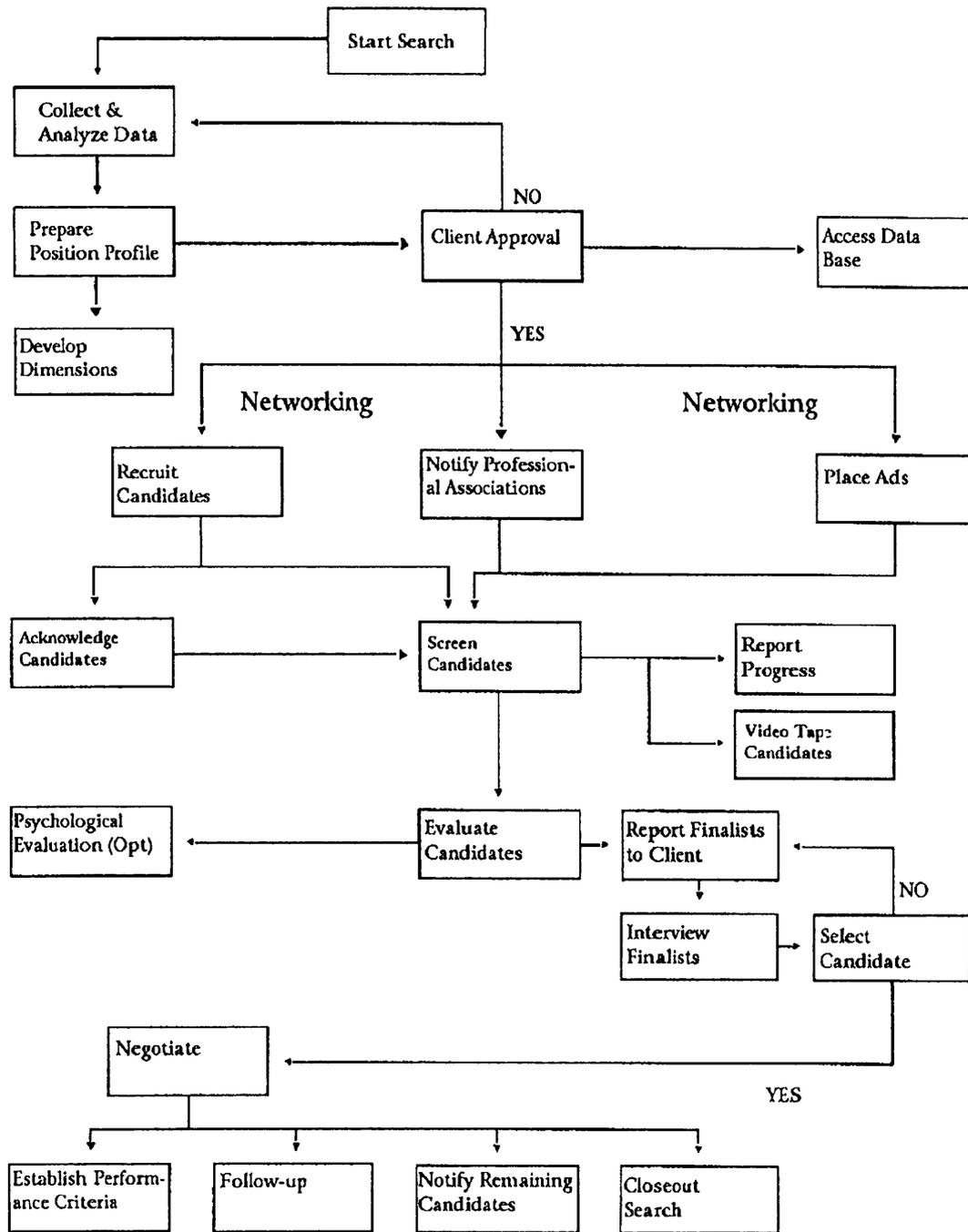
1. Position Analysis

We will have extensive consultation with the City Officials, other City staff and local leaders selected by them, as well as other individuals or groups (if you wish) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions. In addition, we will spend a considerable amount of time at the beginning of the process in the City of Peoria in order to determine the level of experience and training needed.

During this process, we will initiate individual interviews with the City Officials, citizen organizations, department heads and key staff, and others of your choice to identify expectations, perceptions, and concerns regarding the position.

Based on those meetings, we will prepare a draft position profile and review it with the City Officials in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about the City of Peoria, the community, major issues to be faced, the position, and the selection criteria established.

THE MURCER GROUP, INC.
 Executive Search Process
 EXHIBIT I



2. Recruitment Process

Because we have recently completed similar searches, we will first review our database to determine those candidates whom we may already know and/or already have on file who may meet the City of Peoria's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in executive level positions and on our own experience. In other words, through "networking", we will conduct a nation-wide professional search for the best qualified candidates and invite them to apply for the position.

We will provide the City Officials with several advertising alternatives with varying degrees of cost and their associated benefits. Based on our discussions with the City Officials, we will place ads in professional journals, in national, in-state and local newspapers, and in various minority and women's publications to encourage applicants to apply.

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria.

We will acknowledge all resumes received and keep candidates informed of their status.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by

the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

We will be responsible for screening the applications received. This initial screening will be conducted by telephone and/or interactive video with the prospective candidate. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Where feasible, we will also conduct personal interviews with top candidates.

Once the initial screening is completed, we will select the prospective candidates who most closely match the criteria established by the City Officials. The output of this step in the process will be a matrix display of the top candidates showing how each rates against the selection criteria established by the City Officials (Exhibit II). This matrix will be reviewed with the City Officials in one-on-one meetings and guidance obtained prior to proceeding. One contingency here is that the City Officials may not approve of any of the candidates. If that should occur, we would, of course, keep searching until the City of Peoria's needs are clearly met.

After review by the City Officials, we will personally interview each using various interview techniques. We will closely examine their experience, qualifications and achievements in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications and achievements.

We also request that all candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy. This information will be verified and, at the City Officials' option, may be further tested by having the finalists complete management and leadership style inventories. We interpret these instruments for the City Officials, as well.

EXHIBIT II
THE MERCER GROUP, INC.
SAMPLE CANDIDATE EVALUATION MATRIX

A = Significant Experience
 B = Some Experience
 C = No Working Knowledge

Selection Evaluation Criteria

CANDIDATE	Economic Development	Participative Management	Negotiation Skills	Communications Skills
John Jones	A	A	A	A
Mary Jackson	C	B	A	A
Juan Perez	B	A	C	A
Joe Washington	A	B	B	B
Susan Jones	A	C	B	C
William Jefferson	C	B	C	A
Linda Chong	B	C	C	B
Jenny Olson	B	A	B	B
Reuben Marconi	B	A	A	C
Stan Goldberg	A	B	A	A
Michelle Walinski	A	C	C	A

5. Background Investigations

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have talked to as many as 23 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including any legal action filed against former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for credit checks, criminal checks, and, as an additional option, can arrange for psychological (or similar) testing of the candidates that may be desired. As a part of this project we can provide the results of a Teleometrics Management Style Inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes. (These may be extra cost items.) We will recommend background investigation criteria to the City Officials which will make the final decision on the specifics of the background check.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the executive level positions will be compiled. We will prepare a written summary on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to the City Officials in a detailed written format combined with the results of the background investigation and candidate screening. We will make a recommendation on a group of five (5) to seven (7) finalists. The City Officials shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting with the City Officials in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. We can also assist the City Officials at no extra charge in conducting targeted selection and/or simulation processes with finalists, if desired.

In particular, we will explain which, if any, of the applicants specifically meet the total criteria established by the City Officials or whether the final group simply represents the best available talent.

We will also provide the City Officials with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate role for spouses, receptions, etc. We will arrange schedules for top candidate interviews with the City Officials and will coordinate the process.

7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of employment. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the City Officials to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City Officials and that any public statement should come directly from the City Officials. We will maintain confidentiality of candidate information, to the degree possible under Arizona law.

Finally, we will notify by letter all unsuccessful candidates who were not recommended for interview with the City Officials of the final decision reached. We suggest, however, that it is more proper for the City Officials to directly notify all unsuccessful candidates whom they interviewed of the final result.

Once the new executive level personnel has been on board for 30 days or so, we will conduct a session with the City Officials and with the new executive level personnel in order to establish mutual performance criteria and goals for the position. In this regard, we will work with the City Officials to define the role of the new executive level personnel within the City of Peoria.

We will follow-up periodically with the City Officials and the new executive level personnel during the first year in order to make any adjustments that may be necessary.

We will keep the City Officials closely informed and involved in decisions concerning the search process at all times. We will prepare and send to the City Officials weekly e-mail updates and a formal progress report at the mid-point of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the City Officials' deadlines and an itemization of expenses incurred-to-date and expected to be incurred during each succeeding project step.

Support from the City Officials will be needed, as follows:

- Arranging interviews with the City Officials and key City staff
- Providing budget, organization charts and other documents
- Place of contact for the search
- Processing invoices for payment

C. Schedule

The search process normally takes 90- 120 days to complete and typically adheres to the pattern illustrated in Exhibit III. Our proposed schedule of meetings with the City Officials is shown in Exhibit IV.

EXHIBIT III: SCHEDULE OF SEARCH PROCESS

<u>PROJECT STEPS</u>	<u>DAYS</u>					
	0	30	60	90	120	365
1. Develop Search Process, Recruitment Profile/Job Description and Advertising Program for City Officials approval.	█					
2. Identify Qualified Candidates, Review Database, Network, Conduct Intensive Recruitment, Receive and Review Resumes.	█	█				
3. Evaluate Prospective Candidates.			█			
4. Written Progress Report.		█	█	█		
5. Interview and Evaluate Prospective Candidates.					█	
6. Make Final Recommendations, Assist in Selection, Facilitate Employment.				█	█	
7. Establish Evaluation Criteria and Follow-Up.						█
8. Meetings with City Officials:	█		█	█		
1. Interview re. profile						
2. Approve profile						
3. Review final 12-15 candidates						
4. Present report of finalists						
5. Interview finalists						

This schedule could be condensed or expanded somewhat, depending on the needs of the City of Peoria.

EXHIBIT IV

SCHEDULE OF MEETINGS WITH THE CITY OFFICIALS

1. Individual interviews with the City Officials, department heads, and others.
2. Possible meeting with the City Officials to finalize position profile.
3. Possible individual meetings with the City Officials to discuss top 12—15 candidates and solicit feedback.
4. Meeting with the City Officials to present Final Report on top 5—7 candidates.
5. Facilitate the City Officials interviews with each finalist candidate.
6. Possible meeting with the City Officials to assist/facilitate selection of new executive level personnel.
7. Possible follow-up meeting with the City Officials and new executive level personnel 30—60 days after start of work for purposes of establishing mutual goals/objectives for the future.

SECTION III

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

III. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran's status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

SECTION IV

COST PROPOSAL

IV. COST PROPOSAL

We propose a fixed fee based on the estimated costs as set out below. Our fees to conduct a search of this type are competitive. Our normal fee is \$16,500 plus out-of-pocket expenses not-to-exceed \$8,000 for the first search, \$15,000 plus out-of-pocket expenses not-to-exceed \$7,500 for the second search and \$13,500 plus out-of-pocket expenses not-to-exceed \$7,500 for all remaining searches. If more than one search is conducted simultaneously, we may be able to offer a reduced amount for expenses. Items typical of a similar search with their typical costs are broken down as follows:

Position Analysis	\$ 2,000
Advertising Campaign	1,500
Resume Review	1,750
Candidate Screening	4,000
Background Investigation	4,250
Interview Process	1,000
Negotiation and Follow-up	<u>500</u>
TOTAL FEE	\$15,000

Expenses are for consultant travel, lodging and per diem, telephone, correspondence, advertising, research, sourcing, reference and background investigation, and report preparation.

Because of our other ongoing consulting and search work and our experience, expenses should be kept to a minimum. The cost for final candidates to travel to interview with the City Officials is not included. Such costs are typically paid by the client on a reimbursement basis, directly to the candidates. These costs are extremely difficult to estimate because they depend on where the candidates are located. Typically, out-of-state costs run about \$750 to \$1,000 per person.

The City of Peoria's liability to The Mercer Group, Inc. for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the City Officials in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill one-third at the start of the search, one-third at the end of 30 days, and one-third upon delivery of the Final Report. Each invoice is due and payable upon receipt for professional services. Expenses will be billed in addition and shown as a separate figure. Exhibit V is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules and regulations of federal, state and local government entities.

Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Arizona.

EXHIBIT V: PRO FORMA INVOICE

Date: _____

Client: _____

Address: _____

City, State: _____

Dear Sir/Madam:

This is our progress billing for professional services rendered in conjunction with our agreement to conduct an executive search.

\$XXXX.XX

Reimbursable expenses at cost:

Telephone, Federal Express

XXX.XX

Other expenses, including consultant travel,
per diem, report cost, etc.

XXX.XX

TOTAL:

XXXX.XX

Payment is expected within 30 days from receipt of this invoice. Thank you for the opportunity to work on this important assignment.

Sincerely yours,

THE MERCER GROUP, INC.

(SIGNATURE)

James L. Mercer, President
Certified Management Consultant (CMC)

SECTION V

FIRM QUALIFICATIONS AND STAFFING

V. FIRM QUALIFICATIONS AND STAFFING

This section presents our qualifications to conduct projects of this type and describes the staff to be assigned to the search.

A. Firm Qualifications

The Mercer Group, Inc. is an independent management consulting firm incorporated in the State of Georgia and operating nation-wide. The firm was founded by James L. Mercer, a long-term public management consultant.

Mr. Mercer started his own firm in 1981 and, in 1984, merged it with another consulting firm, Wolfe & Associates, Inc. On June 1, 1986, Mr. Mercer acquired the Human Resource and Organizational Consulting Practice of Wolfe & Associates, Inc. This acquisition formed the basis for Mercer, Slavin & Nevins, Inc. He sold his interest in Mercer, Slavin & Nevins, Inc. early in 1990 and founded The Mercer Group, Inc.

The Mercer Group, Inc. provides exceptionally high quality management consulting services to state and local governments, transit authorities, health care providers, utilities, special districts, and private sector clients. Specialty practice areas include: executive recruitment, organization and operations analysis, productivity improvement, strategic planning, management systems, compensation/classification/policy studies, privatization, budget evaluation services, government consolidation and organization development, training, and general management consulting. Our key consultants have conducted successful searches for hundreds of public sector organizations nationally and can offer numerous references as testimony of our work.

This important engagement will be conducted by Mr. James L. Mercer. Mr. Mercer has conducted or assisted in the conduct of more than 1000 successful executive searches in recent

years. The spectrum of our search experience is illustrated in Exhibit VI. Mr. Mercer's resume is included below.

Mr. Mercer is the Chief Executive Officer of our firm and can be located at our corporate headquarters as follows:

James L. Mercer, President
The Mercer Group, Inc.
5579B Chamblee Dunwoody Road
Suite 511
Atlanta, Georgia 30338
Telephone: (770) 551-0403; FAX: (770) 399-9749
Federal Tax ID No.: 58-1877068

B. Resumes of Our Key Staff

1. James L. Mercer, President - Atlanta and Santa Fe Offices

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He has also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. Mr. Mercer is a Certified Management Consultant (CMC) and has more than 25 years of experience in executive search and management consulting. He has authored or co-authored five books and has written more than 250 articles on various management topics. His experience covers the following functional areas: executive search, organization and operations analysis, management systems,

EXHIBIT VI
 THE MERCER GROUP, INC.
 RECRUITMENT TEAM SKILLS MATRIX

CATEGORIES OF SKILLS AND EXPERIENCE	RECRUITMENT TEAM		
	J. MERCER	C. WURZBERGER	K. PRINCE-MERCER
Special District/Non-Profit	●	●	●
Small Municipality	●	●	●
Large Municipality	●	●	●
Urban County	●	●	●
Rural County	●	●	●
Suburban Government	●	●	●
Search Committee	●	●	●
Citizen Committee	●	●	●
Minority Placements	●	●	●
Internal Candidate Placement	●	●	●
Women Placement	●	●	●
Candidate Videotaping	●	●	●
Local Government Work Experience	●	●	●
Council/Manager Goal Setting	●	●	●
Sunshine and Open Records Act Ex- perience	●	●	●
National Experience and Contacts	●	●	●
Other Public/Private Experience	●	●	●
CEO & Department Head Place- ments	●	●	●
Unbundled Search Process	●	●	●

productivity improvement, seminars/training, goal setting, strategic planning, privatization, government, consolidation, and general consulting.

Prior to founding The Mercer Group, Inc., Mr. Mercer held positions as President of Mercer, Slavin & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; as Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina. He has also been President of James Mercer & Associates, Inc., and has served as Director of Government Consulting Services for Coopers & Lybrand in both the Southeast and Southwest, as well as Director of the Industrial Extension Division for Georgia Tech.

2. Clark Wurzberger, Senior Vice President - California Office

Mr. Wurzberger manages our California office and has over eighteen years of public sector experience. He has served as District Representative for a California State Assemblyman and later became a Legislative Management Officer in two different federal agencies, the U.S. Agency for International Development and Department of State. Subsequently, Mr. Wurzberger was appointed a senior level personnel manager in the State Department. He later moved to the Department of Defense, where he was selected as a member of the U.S. Senior Executive Service and oversaw civilian personnel matters in the Pentagon on behalf of the Secretary of Defense. Most recently, Mr. Wurzberger served for seven years as Senior Associate with Hughes, Perry & Associates (formerly Hughes, Heiss & Associates), a highly regarded California-based public sector management consulting firm providing executive search and other consulting services to local government clients in California and other states since 1974.

Mr. Wurzberger specializes in public sector executive search and holds a Bachelor's Degree in English from San Diego State University. He served for five years on the Board of

Directors of the Cow Palace in San Francisco, a multi-purpose agricultural and entertainment facility that hosts national and regional events on behalf of the State of California. He has served as a local Board Member for the U.S. Selective Service System since 1996 and is a recipient of the Department of Defense Medal for Distinguished Public Service.

3. **Thomas C. Dority, Senior Vice President - Greeley Office**

Mr. Dority holds a Master of Public Administration degree from the University of Colorado and a Bachelor of Science degree in Business Administration from the University of California, Berkeley. He served as City Manager in East Lansing, Michigan, for ten years, preceded by local government consulting work for a major accounting firm. Prior to that he was City Manager in Oxford, Ohio for five years and held local government management positions in Colorado and Oregon. He has served on the Board of Directors of the Oregon City Management Association and the Michigan City Management Association. He gained experience also as an officer in the U.S. Air Force.

Mr. Dority is a career city manager with over 23 years experience in public policy development, finance, budgeting, employee relations and management of public safety, public works and community development. He is Senior Vice President of The Mercer Group, Inc.

Mr. Dority has published articles in Ohio and Michigan municipal publications on budget forecasting and creativity in community planning. He has been a planner and speaker at statewide management conferences and a past member of the Board of Directors of the Michigan City Management Association.

4. Tom D. Freijo, Senior Vice President - Winter Haven Office

Dr. Freijo, a former university professor, has over thirty years of consulting experience with governmental agencies and educational institutions. His areas of special expertise include planning, group facilitation, executive selection and evaluation systems, job analysis, and assessment centers.

As a former city commissioner, Dr. Freijo has worked on policy issues involving the executive search process. His years of experience with community development and management has brought to the special characteristics of a community and the type of executive who is most likely to advance a city's goals. His special expertise with evaluation systems can help the city get off to a good start with a new executive by helping to set clear expectations and helping the commission determine how to assess the executive's performance relative to those expectations.

5. Karolyn Prince-Mercer, Vice President - Santa Fe Office

Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. MBTI qualified.

Ms. Prince-Mercer has been in management consulting for 15 years. She has experience working in executive search, compensation and classification, and organization and management studies.

6. **Time Commitments**

Our firm and Mr. Mercer have the quality time to devote to this search so as to meet the City of Peoria's needs. The principles involved are currently conducting approximately five (5) searches each and have adequate time to properly handle the searches the City of Peoria is contemplating.

SECTION VI

**WHY YOU SHOULD SELECT
THE MERCER GROUP, INC.**

VI. WHY YOU SHOULD SELECT THE MERCER GROUP, INC.

We believe some advantages to using The Mercer Group, Inc. which you may wish to consider are:

- **Critical Path Method** —The Mercer Group, Inc. uses a "critical path" search process which is designed to allow our clients to focus their attention on the selection process rather than on recruiting and screening candidates. We have learned that each client's need for key executives is different and that there is no one "best" person for all situations. The best prospects are most frequently happily employed and are not responding to advertisements. These people typically need to be sought out and encouraged to become candidates. They are understandably reluctant to apply for positions if their interest could become a matter of public information prior to being assured that they will be finalist candidates. Our approach to this assignment will reflect the unique qualities of the City of Peoria. It will honor the interests of candidates to the extent possible under Arizona law.
- **Reasonable Fees** —Our practice was formed to provide exceptional quality recruitment services to our clients. Our system is designed to allow us to extend reasonable fees to our non-profit and governmental clients and still be well within our profit margins on each assignment.
- **Experience** —Our search specialists are among the most experienced recruiters in the United States. We are also conducting similar consulting assignments currently. Further, we have much experience in recruiting for high-level executive personnel for city governments the size of the City of Peoria.
- **Repeat Engagements** —We have received a considerable amount of repeat business from our clients during the recent past.

- **Unique Skills and Services** —We offer a valuable combination of skills and services which is unique in our industry. Our firm is nationally respected in the areas of organization analysis and development, teambuilding, strategic planning, goal setting, and productivity analysis. Should you wish, we would facilitate a goal and objectives setting workshop with the selected candidate and the City Officials soon after the new executive level personnel begins. This service is offered at no additional professional fee. It would be necessary for us to charge actual expenses, however.
- **Strategic Location** —We are a national firm and serve the United States from our home office in Atlanta, which is strategically located near one of the world's busiest airports. We are close by when you need us. We have opened offices in Lansing, Santa Fe, Greeley, Dallas, New Orleans; Phoenix/Scottsdale, Raleigh, Wiemar, and Winter Haven. We will work out of the Santa Fe office on this project to better conserve spending.
- **Specialists in Search** —We are specialists in public sector and related executive search and will devote our most experienced consultants to this project. We will not delegate any important aspect of the work to less experienced staff. Mr. Mercer will conduct this search. He will be assisted on appropriate tasks by Mr. Wurzberger and Ms. Prince-Mercer.
- **Positive Track Record** — We have a positive track record of placements on all of our search assignments and have satisfied clients as references.
- **Objectivity and Custom Tailored Services** —We do not use the same cadre of candidates again and again. And, we have no allegiances which preclude our total objectivity respective of any candidate.

- **Thorough Work Product** —We check references, we verify education and our work product is most thorough and of the highest quality.
- **Contemporary Organization Analysis Insight** — We have contemporary organization analysis experience with similar organizations and will share our insights about your organization as we proceed with the search.
- **Proven Satisfaction** —Over 90 percent of our placements during the past five years are still in their same positions.
- **Ethical Standards** —We have participated in the establishment of ethical standards for public sector executive search firms, and we abide by those standards. We also abide by the Ethical Standards of the Institute of Management Consultants (Exhibit VII) and the International City and County Management Association.
- **Objective Evaluation** —We are experienced in objectively evaluating internal and local candidates.
- **Contacts** —We have the local, state-wide and national contacts to expedite the search process.
- **Database** —We have a large database of well-qualified candidates which can be searched.
- **Minority/Women Placements** —We have a number of minority and women placements.
- **Diagnostic Techniques** — We use diagnostic techniques to determine the needs of our clients and to determine how candidates match up with those needs.

CODE OF ETHICS

Clients

1. We will serve our clients with integrity, competence, and objectivity.
2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
3. We will not take advantage of confidential client information for ourselves or our firms.
4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

Engagements

5. We will accept only engagements for which we are qualified by our experience and competence.
6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity of integrity may be impaired.

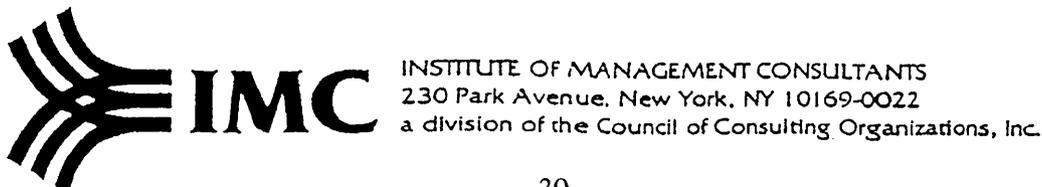
Fees

8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

Profession

10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.



What's Behind The "CMC"?

Certification	<p>When you see the initials "CMC" following a consultant's name, it means that he or she is a Certified Management Consultant and has met strict certification requirements of the Institute of Management Consultants. The Institute was founded in 1969 by the principal associations in the consulting field to establish publicly-recognized standards of competence and professional conduct</p>	<p>for the individual management consultant. Applicants for Institute certification undergo thorough investigation of their consulting experience; they are interviewed by a panel of senior consultants to verify their technical competence; and they must pass a written examination evidencing their familiarity with the Institute's Code of Professional Conduct, which they have pledged in writing to follow.</p>
A Code of Conduct	<p>CMCs pledge in writing to abide by the Institute's Code of Professional Conduct. Their adherence to the Code signifies voluntary assumption of self-discipline above and beyond the requirements of law. Key provisions of the Code require that CMCs:</p> <ul style="list-style-type: none"> • Safeguard confidential information • Render impartial, independent advice • Accept only those client engagements they are qualified to perform 	<ul style="list-style-type: none"> • Agree with the client in advance on the basis for professional charges • Develop realistic and practical solutions to client problems. <p>The Institute enforces the Code by receiving and investigating complaints of violations and by taking disciplinary action, including revocation of certification, against any member who is found guilty of Code violation.</p>
Standards of Competence	<p>Every step leading to the CMC designation has been designed to verify the candidate's professional competence.</p> <ul style="list-style-type: none"> • A Certified Management Consultant must have had at least five years of experience in the full-time practice of management consulting, with major responsibility for client projects during at least one of those years. • The CMC has had to provide multiple references, most of them officers or executives of clients served. These refer- 	<p>ences have been thoroughly interrogated to assure that consulting relationships were satisfactory.</p> <ul style="list-style-type: none"> • The CMC has had to provide written summaries of five Clients assignments (disguised to protect client identity). • The CMC has had to pass a qualifying interview by senior CMC's, demonstrating professional competence and currency in areas of specialization, application of experience, and understanding of the management consulting process.
The Mark of Excellence	<p>In selecting management consultants, managers are well advised to seek individuals who meet the profession's own standards of competence and ethics.</p>	<p>Institute certification is a valuable aid in this quest. It is the mark of excellence among management consultants.</p>



- **Position Dimensions Analysis** —We use a technique which allows for the determination of dimensions that are important in a high-level executive's position and then, through a computer program, determine specific questions that we should ask prospective candidates that will allow us to systematically determine whether or not those individuals have those characteristics. (For example, one dimension might be negotiating skills; leadership skills might be another, etc.)
- **Dimensions Matrix** —We also use a matrix approach to display the candidates along a number of dimensions and then review the top 12 or so of those individually with the City Officials to get its involvement and feedback prior to us spending City resources to interview a large number of candidates. This helps better target the search and produces a much more effective result.
- **Videos** —We also use videos of the top 10 or so candidates to allow the City Officials to get a sense of the candidates prior to spending City resources to interview them.
- **Group Process Techniques** —In addition, we use a number of group process techniques to assist the City Officials and the new executive level personnel to better settle in and focus on a set of mutual performance criteria once the new person has been selected and comes on board.
- **Automated Approaches** —We use more modern automated approaches to developing, analyzing and displaying data about our prospective candidates than does any other firm.
- **Never Say "No"** — We almost never say "no" to our clients.

- **Keep You Involved** —We will keep the City Officials actively involved in the search process at all times.
- **Ready to Go** — We are ready to begin work immediately and proceed rapidly to complete this assignment. We can meet your schedule.

SECTION VII

**THE MERCER GROUP, INC.
GUARANTEES**

VII. THE MERCER GROUP, INC. GUARANTEES

The ten (10) guarantees of our search work are explained below:

1. **Client Organization:** The client is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all of our guarantees apply to the entire client organization.
2. **Two-Year Off Limits:** We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.
3. **Placement Off Limits Forever:** We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
4. **Continue the Search:** If, for any reason, the client does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection. The only caveat is that we may need to charge additional out-of-pocket expenses only for this additional work.
5. **Replacement of Successful Candidate:** If the candidate we place with the client leaves the client organization for any reason during the 24 month period following the date of placement with the client, we will replace the candidate for the out-of-pocket expenses only that it costs us to make the new placement.

6. **Parallel Candidate Presentation:** We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.

7. **Client Conflicts:** If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.

8. **Deceptive/Misleading Search Techniques:** We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.

9. **Resume Floating:** We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.

10. **Not Represent Individuals:** We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.

APPENDICES

APPENDIX A

ACCEPTANCE AND SAMPLE CONTRACT

APPENDIX A: ACCEPTANCE

This proposal is accepted for the City of Peoria, Arizona, by:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sample Contract

AGREEMENT

This AGREEMENT, made as of this ___ day of _____, 2006, by and between **THE MERCER GROUP, INC.** and the **CITY OF PEORIA, ARIZONA**, a municipal corporation.

WITNESSETH:

WHEREAS, the City of Peoria, Arizona, (hereinafter referred to as the "City") has made a request for proposal dated May 25, 2006, to hire an executive recruiter to conduct a search for high-level executive personnel for the City, and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the City's request; and

WHEREAS, the City has selected Mercer's proposal as the proposal which best meets its needs and the City desires to hire Mercer to conduct the City's search for high-level executive personnel; and

WHEREAS, Mercer desires to assist the City in conducting the City's search for high-level executive personnel.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to provide services and support to the City in the conduct of the City's search for high-level executive personnel. Mercer agrees to conduct the City's project in accordance with scope of services outlined in its Proposal to the City dated May 28, 2006, in response to the City's request for proposal.

Mercer's proposal is incorporated by reference and thus made a part of this Agreement.

2. The City agrees to compensate Mercer for its services in the amount of \$16,500 plus out-of-pocket expenses not-to-exceed \$8,000 for the first search, \$15,000 plus out-of-pocket expenses not-to-exceed \$7,500 for the second search and \$13,500 plus out-of-pocket expenses not-to-exceed \$7,500 for all remaining searches. Payments to Mercer are to be made as outlined on pages 17-19 of Mercer's proposal to the City.

Agreement, Continued:

3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Arizona.
4. The City and Mercer both agree that in the event that any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.
5. The City and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall effect the terms of this Agreement.
6. The parties shall have the right at either parties' convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this Agreement the City shall only be obligated to pay Mercer for those services already provided.

CITY OF PEORIA, ARIZONA

BY: _____

ATTEST:

THE MERCER GROUP, INC.

BY: _____
James L. Mercer, CMC
President/CEO

APPENDIX B

PREVIOUS SEARCHES

APPENDIX B: PREVIOUS SEARCHES

Examples of our executive search experience follow:

- * Executive search work performed by a current staff member while working for another firm.

1. PUBLIC SECTOR

City Managers/Administrators

Bay City, Michigan - City Manager - 2003
Beavercreek, Ohio - City Manager - 2003
Billings, Montana - City Administrator - 2003
Billings, Montana - Assistant City Administrator - 2003
Billings, Montana - Deputy City Administrator - 2003
Boulder, Colorado - City Manager - 2002
Carrboro, North Carolina - Town Manager - 2003
Casa Grande, Arizona - City Manager - 2003
Casselberry, Florida - City Manager (Limited scope search) - 2003
Clayton, Missouri - City Manager - 2003
College Park, Georgia - City Manager - 2002
College Park, Maryland - City Manager - 2004
College Park, Maryland - City Manager - 2002
Daytona Beach, Florida - City Manager - 2002
Dothan, Alabama - City Manager - 2002
Downer's Grove, Illinois - Village Manager - 2005
Durham, North Carolina - City Manager - 2004
Eau Claire, Wisconsin - City Manager - 2006
El Paso, Texas - City Manager 2004
Federal Heights, Colorado - City Manager - 2004
Fort Smith, Arkansas - City Administrator - 2006
Fountain Hills, Arizona - Town Manager - 2002
Frankfort, Kentucky - City Manager - 2003
Gainesville, Florida - City Manager - 2005
Galesburg, Illinois - City Manager - 2006
Glen Ellyn, Illinois - Village Manager - 2006
Glendale, Arizona - Deputy City Manager (2 Positions) - 2004
Glenview, Illinois - Village Manager - 2004
Goldsboro, North Carolina - City Manager - 2004
Granville, Ohio - Village Manager - 2005
Greeley, Colorado - Deputy City Manager - 2006
Gulfport, Florida - City Manager - 2003

Highland Park, Michigan - Interim City Manager - 2002-2003
Howell, Michigan - Deputy City Manager for Financial Services - 2004
Indian Rocks Beach, Florida - Interim City Manager (Assist) - 2005
Jackson, Michigan - City Manager - 2004
Jacksonville, North Carolina - City Manager - 2005
Johnson City, Tennessee - City Manager - 2005
Joplin, Missouri - City Manager - 2004
Kent, Ohio - City Manager - 2005
Lakeland, Florida - City Manager - 2003
Lakeland, Florida - Assistant to the City Manager - 2004
Lapeer, Michigan - City Manager - 2002
League City, Texas - City Administrator - 2004
Los Angeles, California - Chief Legislative Analyst - 2005
Martinsville, Virginia - City Manager - 2004
Matthews, North Carolina - Town Manager - 2002
McKinney, Texas - Assistant City Manager - 2006
Melbourne, Florida - City Manager - 2002
Naples, Florida - City Manager - 2003
Negaunee, Michigan - City Manager - 2004
Newport News, Virginia - City Manager - 2005
North Miami, Florida - City Manager - 2002
North Myrtle Beach, South Carolina - City Manager - 2003
North Port, Florida - Assistant City Manager (Limited scope search) - 2003
North Port, Florida - Assistant City Manager (Limited scope search) - 2002
*Novato, California - Assistant City Manager - 2002
Oak Ridge, Tennessee - City Manager - 2003
Orlando, Florida - Chief Administrative Officer - 2005
Parker, Colorado - Town Administrator - 2005
Payson, Arizona - Town Manager - 2002
Piqua, Ohio - City Manager - 2005
Plainview, Texas - City Manager - 2003
Punta Gorda, Florida - City Manager - 2004
Reading, Pennsylvania - Managing Director - 2003
Rio Rancho, New Mexico - City Administrator - 2003
Sandy Springs, Georgia - City Manager - 2005
*Solana Beach, California - City Manager - 2002
Southlake, Texas - Assistant City Manager - 2005
South Miami, Florida - City Manager - 2003
Suffolk, Virginia - City Manager - 2002
Sun'n Lake Sebring Improvement District, Florida - General Manager - 2004
Sun'n Lake Sebring Improvement District, Florida - General Manager - 2002
Takoma Park, Maryland - City Manager - 2004
Talladega, Alabama - City Manager - 2003

Temple, Texas, City Manager - 2004
*The Sea Ranch - Community Manager - 2002
Topeka, Kansas - Chief Administrative Officer - 2002
Treasure Island, Florida - City Manager - 2004
Tucson, Arizona - City Manager - 2004
University City, Missouri - City Manager - 2005
Vero Beach, Florida - City Manager - 2004
Westminster, Maryland - City Administrator - 2006
White House, Tennessee - City Administrator - 2005
Wichita Falls, Texas - City Manager - 2005
Wilmington, North Carolina - City Manager - 2002
Wilmington, North Carolina - Deputy City Manager - 2003
Wilson, North Carolina - City Manager - 2004
Wylie, Texas - City Manager - 2004

County Managers/Administrators

Broward County, Florida - Assistant to the County Administrator for Affordable Housing - 2004
Charlotte County, Florida - County Administrator - 2002
DeSoto County, Florida - County Administrator - 2005
Hamilton County, Ohio - County Administrator - 2005
Hillsborough County, Florida - Deputy County Administrator - 2004
Hillsborough County, Florida - Assistant County Administrator for Human Services - 2004
Los Alamos County, New Mexico - County Administrator - 2003
Osceola County, Florida - County Administrator - 2003
Stafford County, Virginia - County Administrator - 2002
Sumter County, Florida - County Administrator - 2005

Airports

Dayton, Ohio - Aviation Director - 2005
Lakeland, Florida - Airport Director - 2003
Lakeland, Florida - Assistant Airport Director - 2003
Lubbock, Texas - Airport Director - 2003
San Antonio, Texas - Aviation Director - 2005

Attorneys/Legal

Boulder, Colorado - City Attorney - 2003
Broomfield City and County, Colorado - City Attorney - 2004
Glendale, Arizona - City Attorney - 2004
Tucson, Arizona - City Attorney - 2004

Board of Directors

Board of Advisors, Georgia Tech Research Institute, Three Members
Boards of Directors, two management consulting firms, All Members

Budget/Finance

Angel Fire, New Mexico - Director of Finance (Limited scope search) - 2003
Glastonbury, Connecticut - Controller (Limited scope search) - 2002
Hanover Park, Illinois - Finance Director - 2002
Hillsborough Area Regional Transit, Florida - Chief Financial Officer - 2005
Loudoun County, Virginia - Director of Management and Financial Services - 2004
Montgomery County, Maryland - Director, Office of Management and Budget - 2002
Northglenn, Colorado - Finance Director - 2002
Orlando, Florida - Chief Financial Officer - 2005
Orlando, Florida - Deputy Director of Management, Budget and Accounting - 2004
Orlando, Florida - Budget Director - 2003
Prince George's County, Maryland - Budget Director - 2003
*Reno, Nevada - Assistant Finance Director - 2002
Roanoke, Virginia - Manager of Accounting Services - 2004
Savern Trent Management Services Group, Florida - Director of Fiscal Services - 2005
Tucson, Arizona - Director of Budget and Research - 2004

Communications

Boulder, Colorado - Communications Center Manager - 2004
Champaign, Illinois - METCAD Director - 2004
Denver, Colorado - South Metro Fire & Rescue Communications Center Director - 2006
San Antonio Water System, Texas - Vice President for Communications - 2005
Trumbull County, Ohio - 911 Director - 2005
West Des Moines, Iowa - Manager, Westcom - 2003

Condominium Associations

Maisons-Sur-Mer Condominium Association, Inc., Myrtle Beach, South Carolina - Manager -
2005

Conservation Districts

Des Moines, Iowa - Director, Polk County Conservation Commission - 2004

Convention/Tourism/Sports Complexes

Lakeland, Florida - Lakeland Center Director - 2004
Orlando, Florida - Centroplex Director - 2004
Vail, Colorado - Vail Valley Chamber & Tourism Bureau President/CEO - 2005

Cultural Services

Jackson County Community Foundation, Michigan - President/CEO - 2002

Economic Development

Allegany County, Maryland - Economic Development Assistant Director - 2005
Big Sky Economic Development Authority, Billings, Montana - Executive Director - 2002
Clermont County Economic Development Corporation, Battavia, Ohio - Economic Development Director - 2004
Daytona Beach, Florida - Development Services Director - 2005
Hanover Park, Illinois - Community Development Director - 2002
Largo, Florida - Assistant Director of Community Development - 2003
Los Alamos County, New Mexico - Community Development Director (Limited scope search) - 2003
Melbourne, Florida - Economic Development Director (Limited scope search) - 2003
Mesquite, Texas - Director of Development Services (Limited scope search) - 2003
Orange Beach, Alabama - Director of Community Development - 2002
Partnership for Greater Greenwood County, South Carolina - Chief Executive Officer - 2003
Rio Rancho, New Mexico - Director of City Development - 2003
Sault Saint Marie, Michigan - Downtown Development Director - 2002

General Services

Tucson, Arizona - Director of General Services - 2004

Health Care

Cincinnati Board of Health, Ohio - Health Commissioner - 2005
San Antonio, Texas - Assistant Public Health Director - 2006

Housing and Housing Authorities

Decatur Housing Authority, Illinois - Executive Director - 2002
Kansas City, Missouri - Housing Administrator - 2004
Kansas City, Missouri - Housing Administrator - 2004
Topeka, Kansas - Director of Housing & Neighborhood Development - 2002

Human Resources

Decatur, Georgia - Personnel Administrator - 2002
El Paso, Texas - Human Resources Director - 2005
Glendale, Arizona - Human Resources Director - 2004
Howell, Michigan - Human Resources Director - 2004
Huber Heights, Ohio - Human Resources Manager - 2002
Los Alamos National Laboratory - Human Resource Positions - 2003
Los Alamos, New Mexico - Human Resources Manager - 2003
North Port, Florida - Human Resources Manager (Limited scope search) - 2002
Sarasota, Florida - Human Resources Director - 2002
Tucson, Arizona - Human Resources Director - 2005

Information Systems

Lakeland, Florida - Information Technology Director - 2004
North Port, Florida - Information Technology Manager (Limited scope search) - 2002
Tucson, Arizona - Chief Information Officer - 2005

Library Director

Calcasieu Parish Library System, Louisiana - Library Director - 2002
*Pleasanton, California - Library Director - 2002

Municipal Leagues

Michigan Municipal League, Ann Arbor, Michigan - Executive Director - 2004
Colorado Municipal League, Denver, Colorado - Business Manager - 2005

Parking

*West Hollywood, California - Parking Manager - 2002

Parks & Recreation

Des Moines, Iowa - Director, Polk County Conservation Commission - 2004
Edmond, Oklahoma - Parks and Recreation Director (Limited scope search) - 2003
Great Falls, Montana - Parks and Recreation Director - 2005
*Henderson, Nevada - Parks and Recreation Director - 2002
Hillsborough County, Florida - Director of Parks, Recreation and Conservation - 2005
McKinney, Texas - Parks and Recreation Director - 2006
Polk County Conservation Commission, Iowa - Director - 2004

Planning/Community Development

Avondale, Arizona - Development Services Director - 2002
Chatham County-Savannah Metropolitan Planning Commission, Georgia - Executive Director - 2003
Daytona Beach, Florida - Development Services Director - 2005
Hanover Park, Illinois - Community Development Director - 2002
Huber Heights, Ohio - Planning and Community Development Director - 2004
Kansas City, Missouri - Director of City Planning and Development - 2004
Largo, Florida - Assistant Director of Community Development - 2003
Los Alamos, New Mexico - Community Development Director (Limited scope search) - 2003
Melbourne, Florida - Director of Planning (Limited scope search) - 2003
Mesquite, Texas - Director of Development Services (Limited scope search) - 2003
Prince William County, Virginia - Planning Director (Limited scope search) - 2002
Orange Beach, Alabama - Director of Community Development - 2002
Rio Rancho, New Mexico - Director of City Development - 2003
*San Carlos, California - Community Development Director - 2002
*San Mateo, California - Community Development Director - 2002
Topeka-Shawnee County, Kansas - Director of Topeka-Shawnee County Metropolitan Planning Department - 2002

Protected Classes

Avondale, Arizona - Utilities Director - 2002
Billings, Montana - Assistant City Administrator - 2003
Decatur, Georgia - Personnel Administrator - 2002
Durham, North Carolina - City Manager - 2005
El Paso, Texas - City manager - 2004
Glendale, Arizona - Deputy City Manager (2) - 2004
Glendale, Arizona - Human Resources Director - 2004
Lakeland, Florida - Assistant City Manager - 2003
Largo, Florida - Assistant Director of Community Development - 2004
Los Alamos County, New Mexico - County Administrator - 2003
Los Alamos County, New Mexico - Utilities Manager - 2003
Montgomery County, Maryland - Director of Office of Management & Budget - 2003
North Miami Beach, Florida - City Manager - 2002
Orange Beach, Alabama - Director of Community Development - 2002
Owosso, Michigan - Chief of Police - 2002
*Pleasanton, California - Library Director - 2002
Polk County Conservation Board - Executive Director - 2004
Reading, Pennsylvania - Managing Director - 2004
San Antonio Water System, San Antonio, Texas - Vice President of Communications and Community Relations - 2005

Sun 'n Lake of Sebring, Florida - General Manager - 2002
Takoma Park, Maryland - City Manager - 2004
Taos, New Mexico - Town Police Sergeant - 2003
Tucson, Arizona - Chief Information Officer - 2005
Tucson, Arizona - Human Relations Director - 2005
West Des Moines, Iowa - Manager, Westcom - 2003
White House, Tennessee - City Administrator - 2005
Wilmington, North Carolina - City Manager - 2002

Public Safety

Ann Arbor, Michigan - Fire Chief - 2002
Boulder, Colorado - Communications Center Manager - 2004
Bowie, Maryland - Chief of Police - 2006
Bryan, Texas - Chief of Police - 2003
Champaign, Illinois - Fire Chief - 2004
Champaign, Illinois - METCAD Director - 2004
Douglas County, Nebraska - Director of County Corrections Center - 2005
Douglas County, Nebraska - Director of County Corrections Center - 2003
Edmond, Oklahoma - Chief of Police - 2003
Fredericksburg, Virginia - Chief of Police - 2004
Glendale, Arizona - Chief of Police (Limited Scope Search) - 2004
Greeley, Colorado - Chief of Police - 2005
Hanover Park, Illinois - Fire Chief - 2002
Holly Springs, Georgia - Chief of Police (Limited Scope) - 2005
Huber Heights, Ohio - Deputy Chief of Police - 2003
Jacksonville, North Carolina - Chief of Police - 2004
*Livermore, California - Chief of Police - 2002
Melbourne, Florida - Fire Chief - 2004
Meridian Township, Michigan - Police Chief (Assist) - 2004
Newport, Oregon - Police Chief - 2002
Newport News, Virginia - Chief of Police - 2004
North Huntingdon Township, Pennsylvania - Chief of Police - 2004
North Myrtle Beach, South Carolina - Public Safety Director - 2006
North Port, Florida - Fire Chief (Limited scope search) - 2002
Owosso, Michigan - Chief of Police - 2003
*Pleasanton, California - Police Lieutenant - 2002
Rio Rancho, New Mexico - Director of Public Safety (Assist) - 2004
Southlake, Texas - Police Chief - 2005
Taos, New Mexico - Chief of Police - 2002
 Police Lieutenant - 2002
 Police Sergeant (2) - 2002
 Police Patrol Officers (2) - 2002

Trumbull County, Ohio - 911 Director - 2005
Western Tidewater Regional Jail Authority - Virginia - Superintendent - 2002
Winchester, Virginia - Chief of Police (Limited Scope) - 2005

Public Utilities

Avondale, Arizona - Director of Utilities - 2002
Avondale, Arizona - Utilities Director - 2002
Charlotte County, Florida - Utilities Engineering Services Manager - 2005
Escambia County Utility Authority, Florida - Executive Director - 2002
Fort Lauderdale, Florida - Utility Distribution & Collection System Manager - 2003
Hillsborough County, Florida - Director of Solid Waste Management - 2005
Kansas City, Missouri - Deputy Director of Water Services - 2004
Los Alamos County, New Mexico - Utilities Manager, NM Board of Public Utilities - 2002
Macon Water Authority, Georgia - Executive Director - 2002
North Port, Florida - Utilities Director - 2002
Orlando Utilities Commission (OUC), Florida - General Manager - 2004
Polk County, Florida - Utilities Technical Services Director - 2005
San Antonio Water System, Texas - Vice President for Communications, 2005
Severn Trent, Florida - District Manager - 2005
Talladega, Alabama - General Manager, Talladega Water & Sewer Board - 2004
Vero Beach, Florida - Utilities Director - 2004

Public Works/Engineering

Avondale, Arizona - Director of Utilities - 2002
Avondale, Arizona - Development Services Director - 2002
Champaign, Illinois - Director of Public Works (Limited Scope Search) 2004
Fort Lauderdale, Florida - Public Works Director - 2004
Fort Lauderdale, Florida - Construction Manager - 2004
Highland Park, Michigan - Interim Public Works Director - 2002-2003
Kansas City, Missouri - Deputy Director of Public Works - 2006
Kansas City, Missouri - City Engineer - 2006
Kansas City, Missouri - Manager of Facilities - 2006
*La Quinta, California - Public Works Director - 2002
Orlando, Florida - Public Works Director - 2004
Osceola County, Florida - Building Department Director - 2005
*Pleasanton, California - Public Works Director - 2002
Polk County, Florida - Traffic Engineering Division Director - 2002
Punta Gorda, Florida - Project Manager (Limited Scope Search Process) - 2004
San Jose, California - Deputy Public Works Director for City Facilities - 2003
Sioux City, Iowa - City Engineer - 2003
Sioux City, Iowa - Senior Civil Engineer (2) - 2003

Sun'n Lake Sebring Improvement District, Florida - General Manager - 2002
West Des Moines, Iowa - Engineering Manager - 2002
West Des Moines, Iowa - Principal Engineer - 2002

Risk Managers

Fort Lauderdale, Florida - Risk Manager - 2002

Tax Assessor/Tax Agency

Regional Income Tax Agency (RITA), Brecksville, Ohio - Executive Director - 2004

Transportation/Transit Authorities

Lakeland Area Mass Transit District (LAMTD), Lakeland, Florida - Executive Director - 2005
*Metrolink - Assistant Executive Officer - 2002
Missouri Department of Transportation (MoDOT) - Multiple Searches - 2005

Associations

Michigan Municipal League - Executive Director - 2004

Multi-Year Search Agreements

Alameda County, California
Charleston County, South Carolina
City of Chesapeake, Virginia
City of Clearwater, Florida
City of Columbia, South Carolina
Cuyahoga Metropolitan Housing Authority, Cleveland, Ohio
City of East Point, Georgia
City of Homestead, Florida
City of Jacksonville, Florida
City of Jackson, Michigan
Town of Longboat Key, Florida
City of Los Angeles, California
Metropolitan Government of Nashville-Davidson County, Tennessee
City of Norfolk, Virginia
City of Northglenn, Colorado
City of North Port, Florida
City of Portsmouth, Virginia
City of Tucson, Arizona
City of Yuma, Arizona

City of Spartanburg, South Carolina
Spartanburg County, South Carolina
Spartanburg Housing Authority, South Carolina
City of Phoenix, Arizona
Hillsborough County (Tampa), Florida

2. PRIVATE SECTOR - NON-CONFIDENTIAL

American Public Works Association - Executive Director
Florida Association of Counties - Executive Director
Homebuilders Association of Greater Spartanburg, South Carolina - Executive Director - 1998

3. PRIVATE SECTOR (CLIENT LIST IS CONFIDENTIAL)

Consulting Firm (Texas) - Regional Vice President
Consulting Firm (Washington, D.C.) - Principal
Consulting Firm (Georgia) - Senior Consultants; Managers; Director
Consulting Firm (Virginia) - Director
Consulting Firm (Georgia) - Marketing Director
Consulting Firm (Texas) - Marketing Director
Electronics Manufacturer (Alabama) - Vice President and Assistant General Manager; Product Manager
Health Research Society (California and New York) - President
Insurance Company (Ohio) - President
Construction Company (Florida) - Vice President
Computer Services Company (Georgia) - Vice President, Marketing
Basic Metals Company (New York) - Project Manager
Financial Institution (Georgia) - Vice President of Data Processing
Bookstore & Coffeehouse (Colorado) - Manager
Health Service Company (California) - Regional Vice President
Property Management Corporation (Virginia) - Vice President, Operations
Resort Corporation (Florida) - General Manager
Services Company (Florida) - Vice President
Law Firm (California and Washington, D.C.) - Associate Attorney
Beverage Company (Georgia) - Corporate Attorney
Shipbuilder (Mississippi) - 12 Submarine Planners
Aerospace Company (California) - 4 Systems Analysts; 2 Production Control Supervisors; 10 Production Assistants
*Vice President, Sales & Marketing
*Vice President, Strategic Planning
*Executive Director, Port Operations

APPENDIX C

REFERENCES

APPENDIX C: REFERENCES

You may contact any of the following clients and placements for references on the executive search work of Mr. Mercer:

Mr. Michael Letcher
Deputy City Manager
City of Tucson; population: 750,000
PO Box 27210
Tucson, AZ 85726-7210
520-791-4204
Various Searches including City Attorney, City Manager, Director of Office of Management and Budget, General Services Director, Information Technology Chief, Human Resources Director for City of Tucson, Arizona; population 560,000.

Ms. Julie O'Connell
Human Resources Director
City of College Station; population: 85,000
PO Box 9960
1101 Texas Avenue
College Station, TX 77842
979-764-3518
City Manager Search

Ms. Teri Traaen
General Manager of Human Resources
City of Scottsdale
7575 E Main
Scottsdale, AZ 85251
480.312.2491
Various Searches including City Attorney, City Manager, Director of Office of Management and Budget, General Services Director, Information Technology Chief, Human Resources Director for City of Tucson, Arizona; population 560,000.

Ms. Alethea C. Bell
Director of Human Resources
City of Durham; population: 200,000
101 City Hall Plaza
Durham, NC 27701
919.560.4214
City Manager Search

Mr. Matt Lutkus
Deputy City Manager
City of Westminster, population: 98,000
4800 West 92nd Avenue
Westminster, CO 80030
(303) 430-2400 Ext. 2152
City Manager Search

Mayor Randy Pye
City of Centennial; population: 107,000
12503 East Euclid Drive, Suite 200
Centennial, CO 80111
(303) 795-0142
City Manager Search

Mayor Paul D. Fraim
City of Norfolk, population: 241,426
1109 City Hall Building
810 Union Street
Norfolk, VA 23501
(757) 664-4679
City Manager Search

Mr. R. Breckenridge Daughtrey
City Clerk
City of Norfolk, population: 241,426
10th Floor, City Hall Building
810 Union Street
Norfolk, VA 23501
(757) 664-4253
City Manager Search

Mr. Matt Lutkus
Deputy City Manager
City of Westminster, population: 98,000
4800 West 92nd Avenue
Westminster, CO 80030
(303) 430-2400 Ext. 2152
City Manager Search

APPENDIX D

QUESTIONS AND ANSWERS ABOUT EXECUTIVE SEARCH

APPENDIX D: QUESTIONS AND ANSWERS ABOUT EXECUTIVE SEARCH

1. Why should a public sector organization utilize an executive recruiter?

We have the experience, time and a vast array of national contacts in public agencies. This will save your organization time and money in filling key positions with candidates of exceptional quality.

The trend is that more and more public agencies, both large and small, are turning to executive search firms to recruit key executives and managers who may be happy and successful elsewhere. This trend has developed because of the complexity and time consuming nature of locating and selecting high quality persons for public sector organizations and by the tremendous success of specialty firms such as ours in meeting client needs quickly and efficiently.

2. How is an executive search conducted?

Our methods have been successfully tested over a number of years. We normally meet with the key clients and appointed officials who engage us in order to determine the selection criteria for the position. These criteria usually include education and professional development, related experience, management style and abilities, and personal characteristics. We then seek out exceptionally well-qualified individuals and invite them to become candidates. We screen candidates against the selection criteria and thoroughly evaluate the background of the most promising candidates. We submit to you a detailed report on the top five or so candidates who best meet the criteria.

We arrange interviews of the candidates with you, attend the interviews ourselves, negotiate with selected finalists if you wish, and notify remaining applicants of your decision. Throughout the process, we acknowledge all applicants and keep you informed of progress. We will also conduct a goal and objective-setting session with you and the key executive to fully establish him/her within the organization. Where possible, we maintain confidentiality of all information in accordance with our professional standards.

3. When can results be expected?

A national search process normally takes 60 days from agreement to submission of the final report. Interviews can be conducted immediately after the report is submitted and negotiations with the selected candidate can be concluded shortly thereafter. More limited searches can usually be completed more quickly.

4. **What are the chances of success?**

We have an outstanding success rate on all of our executive search assignments and will be pleased to offer numerous references as tributes to our work.

5. **What will the electorate think?**

They are concerned with excellent quality and timeliness of service and with cost efficiency. Our process assures you that these constituent objectives are being met most effectively.

6. **What is the role of the client?**

The client is the key decision-maker. We will not usurp the client's authority relative to the process and the key decisions. We work closely with our client to assure that final results are highly acceptable.

7. **What does it cost?**

We charge a fixed professional service fee that does not depend upon salary paid. Our consulting expenses are in addition to the professional service fee. Our fees vary according to local circumstances.

8. **What other services are provided?**

If, for some reasons, the selected candidate leaves within the first two years, we guarantee that we will conduct a replacement search for expenses only. In addition, we guarantee that we will not attempt to recruit any of the client's key people for other positions for a period of two years from the completion of the search.

9. **What about EEO requirements?**

The Mercer Group, Inc. is an equal opportunity recruiter. We will not discriminate against any person on the basis of race, religion, creed, color, sex, handicap, or national origin. We have had numerous women and minority candidates and placements.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID HW MERC-1	DATE (MM/DD/YYYY) 10/17/06
PRODUCER MIMS INTERNATIONAL, LTD. 901 DULANEY VALLEY RD # 610 TOWSON MD 21204 Phone: 410-296-1500 Fax: 410-296-1741		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED THE MERCER GROUP, INC. 5579B Chamblee Dunwoody Road #511 Atlanta GA 30338		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A	PHILADELPHIA INSURANCE CO. 18058
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHSD176363	02/06/06	02/06/07	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 1,000,000				
		PRODUCTS - COMP/OP AGG \$ 1,000,000				
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHSD176363	02/06/06	02/06/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			PHSD176363	02/06/06	02/06/07	BODILY INJURY (Per person) \$
			PHSD176363	02/06/06	02/06/07	BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER PROFESSIONAL ERRORS & OMISSIONS	PHSD176363	02/06/06	02/06/07	LIMIT 2,000,000 DEDUCTIBLE 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Professional Liability Limit is Per Claim & Annual Aggregate
The City of Peoria, AZ., its Agents, Representatives, Officers, Directors, Officials and Employees are Named as Additional Insureds Only as Regards to the Operation of the Named Insured with Regard to General Liability and Auto Only.

CERTIFICATE HOLDER PEORIA1 CITY OF PEORIA Lisa Houg 8401 W. MONROE ST PEORIA AZ 85345	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Charlott J. Cornieff</i>
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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.

Merge ID: 34596
Record ID: 41391

Muni Information:

Doc Reference Code: REC
Doc Reference Desc: OFFICIAL RECORDS
Document Date: 8/23/2006
Item Reference:
Action Code: A
Action Description: ACTIVE
Brief Description: CON HUMAN RESOURCES EXECUTIVE SEARCH / THE MERCER GROUP, INC

Keywords

ACON35806, P06-0054, HUMAN RESOURCES EXECUTIVE SEARCH SERVICES, THE MERCER GROUP, INC. , HUMAN RESOURCES EXECUTIVE SEARCH SERVICES, EXPIRES 8/31/2011, SCANNED,

General Tab

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

Abstract

Record Mgmt

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

Additional Info

Creation Date: 8/29/2006 11:30:56 AM
Creation User: MIRIAMA
Last Modified Date: 8/29/2006 11:31:24 AM
Last Modified User: MIRIAMA
Master ID:

Database Reference Only

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

Check Out History

Merge ID: 37131
Record ID: 44084

Muni Information:

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

Keywords

ACON35806A, P06-0054, HUMAN RESOURCES EXECUTIVE SE
ARCH SERVICES, MERCER GROUP, INC, HUMAN RESOURCES
EXECUTIVE, XPIRES 8/31/2008, SCANNED,

General Tab

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

Abstract

Record Mgmt

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

Additional Info

Creation Date: 6/7/2007 10:17:08 AM
Creation User: debbiea
Last Modified Date: 6/7/2007 10:23:50 AM
Last Modified User: debbiea
Master ID:

Database Reference Only

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

Check Out History