



CONTRACT AMENDMENT

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

Solicitation No. P12-0009 Page 1 of 1
 Description: Executive Recruitment Services
 Amendment No. Four (4) Date: 10/06/15

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/15. The new contract term is 12/01/15 to 11/30/16
LAST YEAR OF CONTRACT

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

	10/15/15	Julia Novak, President	The Novak Consulting Group
Signature	Date	Typed Name and Title	Company Name
1776 Mentor Ave. 240 Glenmary Ave. Ste. 250		Cincinnati	OH 45212 46220
Address		City	State Zip Code

Attested By:

 Rhonda Geriminsky, City Clerk

Director: Julie Ayers, Human Resources Director

Department Rep: Dawn Prince, Human Resource Mgr.

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



CC Number
 ACON64611D
 Contract Number

The above referenced Contract Amendment is hereby Executed
 Nov. 17, 2015, at Peoria, Arizona

 Dan Zenko, Materials Manager

Official File A C O N 6 4 6 1 1 D



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. P12-0009 Page 1 of 1
Description: Executive Recruitment Services
Amendment No. Three (3) Date: 10/01/14

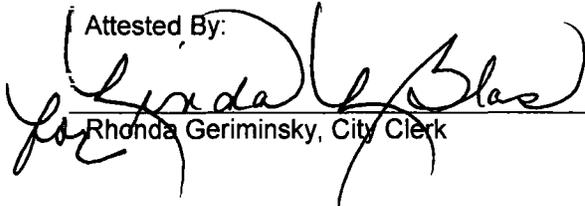
Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/14.

THE NEW CONTRACT TERM: 12/01/14 to 11/30/15

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

	10/13/2014	Julia Novak, President	The Novak Consulting Group	
Signature	Date	Typed Name and Title	Company Name	
210 Glenmary Ave.		Cincinnati	OH	45220
Address		City	State	Zip Code

Attested By:

 Rhonda Geriminsky, City Clerk


 Director: Julie Ayers, Human Resources Director


 Department Rep: Dawn Prince, Workforce Administrator

CC Number
 ACON64611C
 Contract Number


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

The above referenced Contract Amendment is hereby Executed
 Nov. 4, 2014, at Peoria, Arizona


 Dan Zenko, Materials Manager



CONTRACT AMENDMENT

**Materials Management
Procurement**
 9875 N 85th Ave 2nd Fl
 Peoria AZ 85345
 Telephone (623) 773-7115
 Fax (623) 773-7118
 Buyer Lisa Houg

Solicitation No P12-0009 Page 1 of 1
 Description Executive Recruitment Services
 Amendment No Two (2) Date 9/17/13

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/13

THE NEW CONTRACT TERM **12/01/13 to 11/30/14**

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

[Signature] Signature 10.12.2013 Date Julia Novak, President Typed Name and Title The Novak Consulting Group Company Name
210 Glenmary Ave Address Cincinnati City OH State 45220 Zip Code

Attested By *[Signature]*
 Rhonda Geriminsky, City Clerk

[Signature] Director Julie Ayers Human Resources Director
[Signature] Department Rep Carol Johnson, Employment Supervisor
[Signature] Approved as to Form Stephen M Kemp, City Attorney



CC Number
 ACON64611B
 Contract Number

The above referenced Contract Amendment is hereby Executed
Oct 23, 2013, at Peoria, Arizona

[Signature]
 Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Lisa Houg

Solicitation No. P12-0009 Page 1 of 1
Description: Executive Recruitment Services
Amendment No. One (1) Date: 10/30/2012

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/30/12.

THE NEW CONTRACT TERM: 12/01/12 to 11/30/13

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

[Signature] 10/30/2012 Julia Novak, President The Novak Consulting Group
Signature Date Typed Name and Title Company Name
210 Glenmary Ave. Cincinnati OH 45220
Address City State Zip Code

Attested By:

City Clerk



City Seal
Copyright 2003 City of Peoria, Arizona

CC Number
AC064611A
Contract Number

Official File

Director: [Signature] Julie Ayers, Human Resources Director

Department Rep: [Signature] Lyman Locket, HR Manager

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

The above referenced Contract Amendment is hereby Executed

November 29, 2012 at Peoria, Arizona

[Signature]
Dan Zenko, Materials Management Supervisor



City of Peoria, Arizona

Notice of Request for Proposal

Request for Proposal No: **P12-0009**
 Materials and/or Services: **Executive Recruitment Services**

Proposal Due Date: **October 10, 2011**
 Proposal Time: **5:00 P.M. AZ Time**

Project No: **NA**

Contact: **Lisa Houg**

Phone: **(623) 773-7115**

Mailing Address: **City of Peoria, Materials Management
 9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or 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.

For clarification of this offer contact:

Telephone: 513-221-0500 Fax: _____

Name: JULIA NOVAK

Email: JNOVAK@THE NOVAK CONSULTING GROUP.COM

THE NOVAK CONSULTING GROUP.
 Company Name

Julia Novak
 Authorized Signature for Offer

210 GLENMARY AVE.
 Address

JULIA NOVAK
 Printed Name

CINCINNATI OH 45220
 City State Zip Code

PRESIDENT
 Title

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

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

As the contractor, you are now legally bound to sell the materials and/or 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 Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Wanda Nelson
 Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 12/2/2011

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



CC: _____

Contract Number: ACM 64011

Contract Awarded Date: December 1, 2011

Dan Zenko
 Dan Zenko, Materials Management Supervisor

Official File: _____



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms 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 Vendor Offer.
 - 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 Buyer 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 Buyer 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 may 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 vendor 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 Vendor (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 goods or services within thirty (30) calendar days after receipt of goods or 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. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/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 Vendor provided payment is made within the discount period.
10. **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.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. 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*.
 - c. 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

9875 N. 85th Ave., 2nd Fl.
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 Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor 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 vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, 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 Contractor or any agent or representative of the Contractor, 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 Contractor 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, 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).

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.



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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.

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 Contractor 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 Vendor 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 Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor'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 Contractor.
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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor 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. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor 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 contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor'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 Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor'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 Contractor 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.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- 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 Contractor 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; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; 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:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- 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 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.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or 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:** Contractor 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.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **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 Contractor or any other person except with the prior written permission of the City.
30. **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.
31. **COST OF BID/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.
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.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **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.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0009

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Executive Recruitment Services.
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 contractor.
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 ninety (90) 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
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following 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. **Affirmative Action Report:** 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. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and six (6) 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 office(s) which will be performing the work.
10. **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 15 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.
11. **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. Plan and Method of Approach.
 - b. Firm's Experience/Projects.
 - c. Staff's Capabilities and Assignments.
 - d. Cost Considerations.
 - e. Conformance to Request for Proposals.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0009

Materials Management Procurement

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The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

12. **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.
13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
14. **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.
15. **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.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **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.
18. **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.
19. **Insurance Requirements:** The Contractor, at Contractor'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 Contractor'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 Contractor'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 Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor 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 endorsements. The City shall not be obligated, however, to review same or to advise



SPECIAL TERMS AND CONDITIONS

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Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor'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.

20. Required Insurance Coverage:

a. Commercial General Liability

Contractor 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 00011207 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 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor'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 Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor 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 Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor'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 Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor 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 Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0009

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21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor'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 Contractor'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.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

23. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, 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 Contractor 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 Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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 Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor 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 Contractor.

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0009

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- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. 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 Contractor 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.
25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
26. **Confidential Information:**
- a. 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.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
27. **Confidentiality of Records:** The contractor 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. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
28. **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.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.



SPECIAL TERMS AND CONDITIONS

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- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date

30. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. 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 material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or 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 contractor.

31. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

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

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

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor 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 contractor;
- 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 contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

33. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be



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submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

Solicitation Number: P12-0009

Materials Management Procurement

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I. PURPOSE

The City of Peoria is seeking proposals from qualified firms providing Executive Recruitment Services. 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 effect only for the remainder of the original contract term. Firms 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.

II. 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, Deputy City Managers, 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:
 - Recruitment of candidates from diverse backgrounds utilizing local, regional and national resources (publications, trade journals, mailing lists, social media, etc.).
 - Evaluation and screening of all candidates.
 - Make recommendations to the City of top candidates for the position(s).
 - Assist the City in the interview process for the top candidates, including coordination of travel and accommodation arrangements for candidates and interviewers.
 - Documentation and support of selection and non-selection recommendations.
 - Assist in the completion of the assessment center process.
 - Reference checking, including verification of professional and educational credentials.
 - Background checking.
 - D. Conduct leadership/personality assessments to audit leadership talent.
2. The actual scope of work and description of materials and services to be provided will be dependent upon the specific executive search requirements.



SCOPE OF WORK

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III. LIST OF CLASSIFICATIONS

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

- | | | |
|--|------------------------------------|------------------------------|
| Administrative Services Manager | Deputy Utility Director | Parks Operations Manager |
| Assistant City Engineer | Economic Development Director | Planning Manager |
| Budget Director | Engineering Director | Police Chief |
| Budget Officer | Facilities/Transit Oper. Manager | Police Commander |
| Building Safety Manager | Finance Director | Police Lieutenant |
| Chief Financial Officer | Fire Battalion Chief | Public Information Manager |
| City Attorney | Fire Chief | Public Works Director |
| City Clerk | Fire Marshall | Public Works Operations Mgr |
| City Manager | Fleet Manager | Recreation Manager |
| City Traffic Engineer | Human Resources Director | Revenue Manager |
| Communications & Public Affairs Director | Human Resources Manager | Solid Waste Manager |
| Community Development Director | Information Technology Director | Sports Facilities Manager |
| Community Promotions Manager | Intergovernmental Affairs Director | Sr. Deputy City Attorney |
| Community Services Director | IT Development Serv. Manager | Treasury Manager |
| Court Administrator | IT Operations Division Manager | Utilities Director |
| Deputy City Manager | Labor Relations Manager | Utilities Operations Manager |
| Deputy Finance Director | Library Manager | Water Resources Manager |
| Deputy Fire Chief | Municipal Judge | 911 Dispatch Manager |
| Deputy Police Chief | Neighborhood Services Manager | |

IV. SUBMITTAL REQUIREMENTS

Proposals shall be submitted in one (1) original and six (6) copies in the following format. Proposals shall be on 8 1/2" x 11" paper with the text on one side only. The proposals shall not exceed twenty-five (25) pages in length, and shall include the following:

- A. **Plan and Method of Approach to accomplish the Scope of Work** – Firms will provide a description of the plan and approach they will utilize to perform the recruitment services. 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.



SCOPE OF WORK

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- B. **Firm's Experience/Projects** – Demonstrate the experience and capabilities of the firm. 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.
- C. **Staff's Capabilities and Assignments** – Identify the key individuals that will be performing the work. Demonstrate the experience and capabilities of each key member. It is expected that experience will relate to similar recruitments preferably with a government agency or entity. Provide biographies of the key individuals that will be performing the work.
- D. **Fee Schedule** – Include a list of related tasks and cost for recruitments. This shall include an explanation of how total costs for executive services are determined (e.g., standard price, average cost, percentage of salary, etc.). Include any associated travel or reimbursable costs, if applicable.

V. PROPOSAL DUE DATE

1. Proposals will be submitted in one (1) original and six (6) copies and shall be delivered to:

City of Peoria
Materials Management
9875 N. 85th Avenue
Peoria, Arizona 85345

The proposal shall be due no later than October 10, 2011.

2. All questions regarding the proposal should be submitted in writing and directed to Lisa Houg at Lisa.Houg@peoriaaz.gov



SCOPE OF WORK

Solicitation Number: **P12-0009**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X. *NOT CERTIFIED THROUGH AZ, HOWEVER FIRM IS 100% WOMAN OWNED*

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



October 10, 2011

Ms. Lisa Houg
City of Peoria
Materials Management Procurement
9875 N. 85th Avenue, Second Floor
Peoria, AZ 85345

Dear Ms. Houg:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing executive search and management consulting services to local government and non-profit organizations across the country.

We are pleased to submit this proposal for Executive Recruitment Services for the City of Peoria. Our project team is comprised of skilled professionals, seasoned in local government management and experienced in executive recruitment throughout the country. Our team has had significant success working with similar organizations to identify and retain ideal candidates who meet each organization's unique set of needs and expectations. We are confident that our approach, outlined in detail in this proposal, will result in the recruitment of several successful executive managers for your organization.

We look forward to the opportunity to serve the City of Peoria. Please contact me at (513) 309-0444 or jnovak@thenovakconsultinggroup.com should you have any questions.

Sincerely,

Julia D. Novak
President



Table of Contents

Transmittal Letter

About The Novak Consulting Group 1

Staff Capabilities and Assignments 2

Scope of Work 6

Experience and References 10

Fee Schedule 11

About The Novak Consulting Group

For nearly a decade, a highly respected management consulting firm named Public Management Partners helped a variety of organizations function more effectively. Through the years the firm's founding partners built a sizeable client base of local governments and nonprofit organizations.

In 2009, Julia D. Novak acquired Public Management Partners and founded The Novak Consulting Group, staffed by consultants with decades of collective experience. With The Novak Consulting Group, Julia is building on Public Management Partners' reputation for innovation and results while expanding the company's services. The new company meets a wider range of needs, consulting with governments in the areas of executive search, financial planning, organizational assessments, strategic planning, executive coaching and more.

The Novak Consulting Group provides unparalleled service to our clients. Leaders in local government and nonprofit communities have come to rely on The Novak Consulting Group for high caliber advice, with the personal attention of a boutique consultancy.

- **Niche expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a very specific group of clients.
- **Flexibility to serve you better.** We employ a small core staff of five senior-level consultants and draw from our pool of subject matter experts when their expertise can help us serve you better. The result? A highly nimble, more efficient approach to giving you the services you need, when you need them.
- **Decades of collective experience.** Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to director of management information systems.
- **Personal service from senior-level consultants.** You appreciate it when deadlines are met, phone calls are returned and your challenges are given in-depth, out-of-the-box thinking. While a large firm may assign your business to junior-level people, we're small enough to offer very personal service from senior-level consultants.

Our consultants have significant, direct experience as local government management professionals. Our executive recruitment and consulting experiences have afforded us the opportunity to work with cities and counties across the country and provided us with a wide national network.

*The Novak Consulting Group
Strengthening organizations from the inside out.*

Staff Capabilities and Assignments

Associate Catherine Tuck Parrish will serve as engagement manager. She will be supported by President Julia Novak and Associate Sarah Slegers. Detailed biographies for all are provided.

Catherine has more than 20 years of experience in serving local governments, in direct service or as a consultant. Most recently, she oversaw all Human Resources functions in the City of Rockville, Maryland and was involved in the recruitment and hiring of many of Rockville's 500+ employees. As a consultant, she has provided successful executive recruitment services for the following communities:

- Village of Chevy Chase, Maryland - Village Manager
- City of Hyattsville, Maryland - Treasurer
- City of Novi, Michigan - Assistant City Manager
- City of Westerville, Ohio - Finance Director
- City of Aberdeen, Maryland - Police Chief

Catherine has also assisted in search services for the Chief of Fire and Business Administrator positions for the City of Harrisburg, Pennsylvania. Additionally, she has conducted searches for a CEO and department-head level positions in the non-profit sector. She is currently leading the recruitment process for a new City Manager for the City of Sandusky, Ohio, and the Administrative Services Director (Finance, IT and City Clerk functions) for the City of Shoreline, Washington.

In her capacity as a local government manager, Catherine has managed successful search processes for a variety of executive positions, including:

- Director of Public Works
- Director of Community Planning and Development Services
- Director of Finance
- Director of Human Resources
- Key positions in Police, Planning and Development, Communications, Parks and Recreation, Human Resources, and Information Technology

Julia Novak has more than 20 years of experience working with and for local governments. She has worked with numerous organizations and community groups as a consultant, trainer, and facilitator. During her local government career, she worked in Fort Collins, Colorado; Lexington, Massachusetts; Rockville, Maryland; and was city manager of Rye, New York. In her capacity as a local government manager, Julia managed successful search processes for the following positions:

- Police Chief
- Fire Chief
- Director of Planning and Development
- Director of Public Works
- Director of Information Technology ; Director of Finance

Catherine Tuck Parrish, Associate

Catherine has over 20 years of management experience working with local governments, nonprofit organizations, and associations. She currently leads The Novak Consulting Group's executive search practice.

Her work as a consultant includes executive recruitment, project management, and contributions to numerous projects including process improvement studies, departmental assessments, development review, policy review, and fee studies. She has conducted successful executive searches for the positions of chief executive, assistant manager, department director, and other key staff. She has analyzed human resources, inspections, planning and development, communications, public works, recreation, and park functions for multiple organizations. She has also facilitated numerous governing body workshops and strategic planning sessions.

Catherine's most recent local government experience was as Deputy City Manager in Rockville, Maryland, where she oversaw parks and recreation, human resources, information technology, finance, communications, customer service, and intergovernmental functions. She also served as Assistant City Manager and Acting City Manager of Rockville for 11 months. Prior to joining the City of Rockville, Catherine served as Assistant to the County Executive of Fairfax County, Virginia, working on change management issues including a new pay system, employee surveys and implementation plans, and internal communication improvements. Catherine also served as Ethics Advisor at the International City/County Management Association (ICMA), counseling elected officials and citizen groups regarding employment agreements, form of government issues, and recruitment. Additionally, she served in the City Manager's Offices in Denton and University Park, Texas. Her experiences in these cities included securing initial state and federal transit grants, initiating a citizen newsletter, and acting as City liaison with neighborhood, civic, and university groups.

She has served on the executive board of the Urban Management Assistants of North Texas (UMANT) and also chaired the ICMA's Acting Manager Task Force, which produced a handbook for interim managers. She served as Secretary, Vice President, and President of the Metropolitan Association of Local Government Assistants (MALGA) in the Washington, DC metro area. She also led the Maryland City/County Management Association (MCCMA) as Vice President and President. Catherine has spoken at national and state conferences on ethics, forms of government, various human resource topics, long-term financial planning and budget strategies, developing high performing organizations, and leadership.

She has a bachelor's degree in personnel administration and communication studies from the University of Kansas and a master's degree in public administration from the University of Kansas. She is an active member of ICMA and the Maryland City/County Management Association.

Education

Master of Public Administration, The University of Kansas

Bachelor of Arts, The University of Kansas

Industry Tenure

21 years

Consulting, 2 years

Local Government, 19 years

Julia D. Novak, President

Julia established The Novak Consulting Group in September 2009 when she acquired Public Management Partners. From 2003 to 2009, she served as a Vice President for a local government consulting firm. Julia has more than 20 years of experience working with and for local governments. During her local government career, she worked in Fort Collins, Colorado; Lexington, Massachusetts; Rockville, Maryland; and was City Manager of Rye, New York.

Julia has extensive experience as a facilitator and trainer. She has worked with elected official and appointed officials across the country to conduct goal setting, develop strategic plans and prioritize service delivery. She has conducted training for elected officials as an individual trainer, through the National League of Cities, and through a consortium of cities in California. Topics included leadership style and evaluating elected officials.

Julia has also established herself as a thought leader in the area of governance and administration. In April 2002, Julia was one of 20 practitioners who participated in the ICMA-sponsored symposium on the future of local government administration. Her response to Dr. James Svava's paper, "City Council, Roles, Performance, and the Form of Government," is included in the ICMA-published book, "The Future of Local Government Administration." In 2009, she co-authored an article with Dr. John Nalbandian for publication in *Public Management Magazine* called "Preparing Councils for Their Work."

In 2000, the International City/County Management Association (ICMA) awarded Julia its Assistant's Excellence in Leadership Award for work she did building community and increasing organizational capacity as Deputy City Manager of Rockville, Maryland.

Julia has been a speaker at national conferences for the ICMA, National League of Cities and American Society of Public Administrators. She has been a featured speaker/trainer for many state associations, including Ohio, Vermont, New Hampshire, Pennsylvania, North Carolina, the Metropolitan (D.C.) Association of Local Government Administrators and the Illinois Assistant Municipal Managers Association.

Julia earned a bachelor's degree in government and politics from George Mason University and a master's degree in public administration from the University of Kansas. Julia was in the first class of individuals certified by ICMA as Credentialed Local Government Managers, and maintains that designation. She is certified to administer several level-B psychological assessments, including the Myers-Briggs Personality Type Indicator, Apter Motivational Styles Profile and the Strength Deployment Inventory. She also is trained in popular level-A assessments, including the Thomas-Killman Conflict Modes Inventory and the Human Element-B.

Education

Master of Public Administration, The University of Kansas

Bachelor of Arts, George Mason University

Professional Certifications

Certified Professional Manager, International City/County Management Association

Master Facilitator, The Myers-Briggs Personality Type Indicator

Industry Tenure

23 years

Consulting, 7 years

Local Government, 16 years

Sarah S. Slegers, Associate

Sarah joined The Novak Consulting Group following four years of direct service to several local governments. As a result of her experience, Sarah has developed expertise in project management, process improvement, performance measurement, and public budgeting.

As a consultant, Sarah has contributed to executive searches, organizational assessments, process improvement efforts, and performance management system design. Her contributions to executive recruitment services for local governments and nonprofits have included applicant screening, background searches and reference evaluations.

Prior to joining the firm, Sarah served as a project manager in Arlington County, Virginia. Among her many responsibilities, Sarah coordinated the planning and launch of Arlington's Community Energy Plan, a long-term strategic plan for energy generation, distribution, storage, and use. Additionally, Sarah was integrally involved in programming the county's Energy Efficiency and Conservation Block Grant (EECBG) funding. She also pursued other federal energy efficiency and greenhouse gas emissions reduction funding opportunities for Arlington.

Sarah gained experience in operating and capital budget analysis, performance measurement design and analysis, and succession planning through her work as a budget analyst and management intern in the Unified Government of Wyandotte County/Kansas City, Kansas; Miami Dade County, Florida; and Fairfax County, Virginia.

Sarah earned a bachelor's degree in history from Centre College and a master's degree in public administration from the University of Kansas. She is an active member of the International City/County Management Association (ICMA).

Education

Master of Public Administration, The University of Kansas

Bachelor of Art, Centre College

Industry Tenure

5 years

Consulting, 1 year

Local Government, 4 years

Scope of Work

When organizations need to fill key positions, they turn to The Novak Consulting Group and benefit from this guiding principle: meaningful hiring involves finding the right employee and preparing them for ongoing success.

The Novak Consulting Group's approach to our executive recruitment services is comprised of three key phases:

1. Inquiring, Understanding, and Defining

Each of our clients has a unique culture and set of objectives. Because selecting the right individual is critical to success, we begin our relationship by conducting a needs assessment to identify the specific objectives that the search must accomplish. We will identify qualifications and requirements, as well as map out the new hire's six to twelve month goals, so that our client and the new employee remain on the same track for success. Using the information gathered during the needs assessment, we develop a comprehensive position profile, thus ensuring we attract the right people to the position.

2. Candidate Search and Evaluation

To reach the right candidates, The Novak Consulting Group customizes each search process to fit the client's needs. Often, the professionals who best fit the ideal candidate profile are already employed and not actively looking for position vacancies. So, we leverage our extensive, diverse professional network to attract the best talent nationwide. Once the right candidates are found, we oversee the full selection process from applicant screening, to interviews, to background checks, to final candidate selection. Our in-depth service empowers clients to achieve their goals at every step.

3. Supporting Success

We support the final candidate's long-term success by creating a goals-driven work plan, which is actionable from Day One. Many firms focus solely on finding qualified applicants, leaving the client and the new employee on their own once the position is filled. Our team, however, uses the objectives gathered during the inquiry stage to prepare a new hire for his or her first year. Six to eight weeks after candidate placement, we follow up with a job review to discuss progress, productivity, and satisfaction for the employee and our client.

Our consultants not only have experience in executive search, they have also had prior careers in many of the fields in which we recruit for candidates. We have worked with numerous cities across the country in goal-setting, performance management and strategic planning. This combined expertise allows our team to deliver the best and brightest prospects through a goals-based approach. By looking beyond the hiring process, we take a holistic view, which ensures that each candidate will fit the position profile, as well as the organization. In the end, we are not just looking for qualified candidates;

we are seeking the very best employee, who will be successful in his or her position long after being hired.

The following describes our specific work plan for Peoria's executive recruitment needs. These tasks will be performed for each individual position identified by the City for our executive recruitment services.

Task 1 – Develop Recruitment Plan and Position Profile

The Novak Consulting Group will begin each recruitment process by developing a clear picture of the ideal candidate for the position in question. In order to do that, we will meet with the City Manager, Deputy City Managers, Human Resources designee, Department Directors and/or Managers, union representatives, and other City staff members as needed to identify and clearly articulate expectations and desires for the position. We will discuss not just the technical skills needed to do the job, but also characteristics of the ideal candidate that will make the right organizational fit. Additionally, we will also discuss the compensation strategy for this position and the process for soliciting input from the public and City staff (if applicable).

Based on the direction approved by the City's leadership, The Novak Consulting Group will gather input from key staff and community members to determine organizational values and community issues important for inclusion in the position profile. The information gleaned from the input process will be used in the development of the recruitment brochure.

Next, we will develop a recruitment plan that includes targeted focus areas within the nation-wide search. We will also prepare a unique profile statement for the position. This statement will identify the organization's needs, the strategic challenges of the position itself and the personal and professional characteristics of the ideal candidate. This document will drive the recruitment process. It focuses our efforts on finding the most capable candidates, and it helps us to persuade highly-qualified candidates to pursue the position.

We will also develop twelve month organizational goals for the successful candidate based on our conversation with City leadership. These goals will ensure that applicants know what will be expected of them should they be hired, while also demonstrating that the City has clear objectives for the successful candidate to accomplish in the first year. With these twelve month organizational goals in hand, the successful candidate can hit the ground running from the moment that he or she joins the organization.

Once drafted, we will review the recruitment plan, position profile statement, recruitment brochure and twelve month organizational goals with City leadership. Modifications will be made as necessary before recruitment begins.

Task 2 - Conduct Aggressive Recruitment

Once City leadership has reviewed the recruitment plan and the position profile, The Novak Consulting Group will prepare and place advertisements. These will be placed in state and national publications and online sites to attract candidates from Arizona and the rest of the country, including targeted metro

areas and other similarly sized communities. This will be a national search, but targeted in those key areas identified in the recruitment plan.

As soon as the position profile is finalized and advertisements have been placed, we will begin the process of actively and aggressively marketing the position and identifying qualified candidates for assessment. The process will identify target networks and organizations, such as the International City/County Management Association (ICMA), the National League of Cities (NLC), the League of Arizona Cities and Towns and the Arizona City/County Management Association, as well as industry-specific networks as needed (e.g., Government Finance Officers Association (GFOA) for finance-related positions, the American Public Works Association (APWA) for public works-related positions, etc.).

We will employ specific communication techniques for reaching those individuals who would be outstanding candidates and those who could recommend other highly-qualified candidates for the position. We will also ask you for names of individuals or organizations that might employ individuals whom you believe would be outstanding candidates for the position. Our outreach will include targeted mailings, emails, phone calls and use of social media (Facebook, LinkedIn, etc.). We have extensive experience working with many jurisdictions across the country and have developed a strong national network, which will help us to identify a strong field of candidates from which to choose.

The Novak Consulting Group will serve as the clearinghouse for all applications. As they are received, we will acknowledge each application and communicate with all applicants.

Task 3 – Support Candidate Selection

We will screen each application against the minimum qualifications and the description of the ideal candidate outlined in the recruitment profile. After this screening process is complete, we will select a group of preliminary candidates to review with the City. We will conduct phone interviews with the most highly-qualified candidates to learn more about their professional interests, relevant experience, and qualifications for this position and prepare a written summary of these interviews, which will be shared with the City. We will meet with City leadership to review the full list of candidates, highlight those candidates we believe have the desired skills and experience needed for success in the position, and recommend a small group of candidates to be interviewed by City leadership in-person. We will provide documentation for our recommendations for selection or non-selection.

Each person you wish to interview will be contacted by The Novak Consulting Group. For each finalist, we speak with multiple professional references and conduct comprehensive background checks (including criminal background, education and employment verification, etc) to confirm the strength of their credentials for the position. We will prepare interview books for each member of the City's in-person interview panel, which will contain all interviewees' application information. We will coordinate the logistics of the interview process, including communication with candidates about travel and accommodations. We are prepared to facilitate the interview process to the fullest extent that the City desires. However, The Novak Consulting Group will not be responsible for any expenses associated with

transportation and lodging of candidates for in-person interviews. This cost will be borne by the City of Peoria.

We will help you make well-informed decisions by framing what we have learned about the candidates in the context of the position and its requirements, as well as by facilitating meaningful discussion among the City's interview panelists. We are also ready to help the City with employment agreements as needed, particularly in discussing compensation requirements with the preferred candidates. Through the initial application process, we will have obtained information on the candidate's salary history and can provide information about compensation packages for similar positions in the market area. We will assist the City as desired in any negotiation processes.

At the close of the search, The Novak Consulting Group will notify all applicants of the results. Those who helped the City in the selection process will be thanked for their contribution to a successful effort.

Additionally, The Novak Consulting Group will contact the successful candidate at various intervals throughout his or her first year on the job. We will talk with them about their progress in implementing the goals established for the position at the beginning of the recruitment process and update City leadership as necessary.

Experience and References

In addition to the searches described below, The Novak Consulting Group is currently in the process of recruiting for the City Manager of the City of Sandusky, Ohio, the Director of Administrative Services for the City of Shoreline, Washington, and Director of Privatization for the City of Aberdeen (Engineer in charge of military base water and wastewater operations).

Aberdeen, Maryland engaged The Novak Consulting Group to conduct the recruitment of a new Police Chief. This search concluded earlier this year with a successful hire. Additionally, The Novak Consulting Group is currently in the process of recruiting a new engineer position for the City of Aberdeen.

Doug Miller
City Manager
60 North Parke St.
Aberdeen, MD 21001
dmiller@aberdeen-md.org
(410) 272-1600

Westerville, Ohio retained the services of The Novak Consulting Group to recruit a Finance Director. This executive search ended in a successful hire in early 2011.

David Collinsworth
City Manager
21 South State Street
Westerville, OH 43081-2128
david.collinsworth@westerville.org
(614) 901-6400

Dublin, Ohio engaged The Novak Consulting Group to conduct the recruitment of their City Manager. This successful recruitment was concluded in late 2010.

Amy Salay, Vice Mayor
5200 Emerald Parkway
Dublin, Ohio 43017
asalay@dublin.oh.us
(614) 410-4400
(212) 870-3606

Novi, Michigan retained the services of The Novak Consulting Group to assist with the recruitment of Assistant City Manager, which resulted in a successful hire in late 2010. Catherine Tuck Parrish conducted the recruitment for this internal operations manager of the City.

Clay Pearson, City Manager
45175 West 10 Mile Road
Novi, Michigan 48375
cpearson@cityofnovi.org
(248) 347-0420

Chevy Chase Village, Maryland is a village of 2,000 located in the Washington, D.C. area. While with another consulting firm, Catherine Tuck Parrish helped guide the recruitment of a new Village Manager.

Shana Davis-Cook, Village Manager
5906 Connecticut Avenue
Chevy Chase, Maryland 20815
Shana.Davis-cook@montgomerycountymd.gov
(301) 654-7300

Fee Schedule

Our fee is based on a standard price for all searches, with an additional meeting cost in case multiple meetings are needed. We have already included two trips for meetings in our estimate. The first occurs at the beginning of the process to meet with key staff and the second to facilitate the interview process.

Activity	Fee	Estimated Reimbursable Costs to be Billed to City (no markup)
Develop Recruitment Plan and Position Profile	\$4,100	\$650 recruitment brochure production and printing
Conduct Aggressive Recruitment	\$4,000	\$1,000 for job advertisements in state and national publications
Support Candidate Selection	\$11,400	\$150 Background checks per candidate
Total	\$19,500	
Optional - Additional Meetings:		
Half day/Full day	\$2,000/\$2,500	None



City of Peoria, Arizona
The Novak Consulting Group Executive Search Proposal Addition
November 4, 2011

Julia Novak of is certified to utilizing the following instruments.

Myers Briggs Personality Type Indicator

Myers Briggs (MBTI) is an excellent instrument for understanding personal strengths and preferences and how you are impacted by and affect others. The instrument can be completed individually Form M costs \$25 per participant and Form K (longer and more in-depth) is \$75 per participant. Workbooks are provided by the consultant to the client electronically so there is no additional cost for printing and shipping. The real strength of MBTI comes from working experiencing a workshop with colleagues – either management teams or work teams. A workshop can include 8 to 24 people and the price for facilitating the workshop is \$2,500 plus travel expenses (in addition to the cost of the actual instrument).

Strength Deployment Inventory

Strength Deployment Inventory (SDI) is based on Relationship Awareness Theory. The strength of the instrument lies in understanding how individuals process and experience conflict. A half day workshop is \$2,500 plus travel expenses. The instrument is \$15 per participant, workbooks are provided electronically so the client can reproduce them for the workshop.

Thomas Killman Conflict Modes Instrument

The Thomas Killman Conflict Modes (TKI) is a 2 hour workshop based on the five conflict styles identified in the instrument. These theories are best incorporated with other materials and debriefed in a facilitated workshop. This instrument can be taken online for \$35 per participant.

The Apter Motivational Style Profile (AMSP) is a comprehensive personality profiling instrument that helps understand motivations. This instrument is based on the psychology of Reversal Theory. The instrument is \$100 and is best debriefed 1-1 in a coaching session.

Each of these instruments can easily be incorporated into a workshop, leadership development, or goal setting session.