



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.

Signature

Date

James L. Mercer,
President/CEO
Typed Name and Title

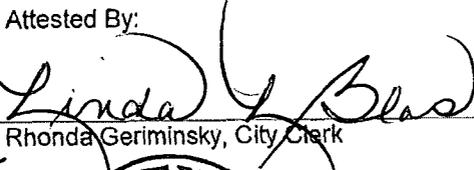
The Mercer Group, Inc.
Company Name

1000 ~~800~~ W. Cordova ^{PLAZA E} Ste. 726
Address

Santa Fe
City

NM 87505
State Zip Code

Attested By:

for 
Rhonda Geriminsky, City Clerk


Director: Julie Ayers, Human Resources Director


Department Rep: Dawn Prince, Human Resources Mgr.


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

CC Number

ACON64711D
Contract Number

The above referenced Contract Amendment is hereby Executed
Feb. 3, 2016, at Peoria, Arizona


Dan Zenko, Materials Manager

City Seal
Copyright 2003
City of Peoria, Arizona

Official File
Rev (08.21.12)CF

ACON64711D



CONTRACT AMENDMENT

Materials Management Procurement

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

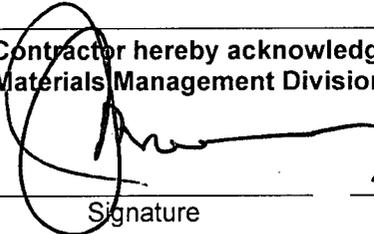
Buyer: Lisa Houg

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

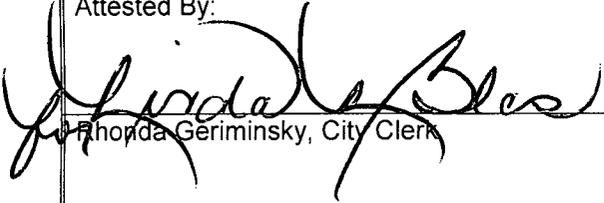
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/14.

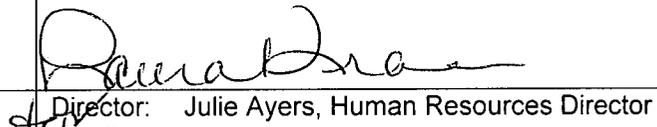
THE NEW CONTRACT TERM: 12/01/14 to 11/30/15

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

	10-13-14	James L. Mercer, President/CEO	The Mercer Group, Inc.	
Signature	Date	Typed Name and Title	Company Name	
551 W. Cordova Rd. Ste. 726		Santa Fe	NM	87505
Address		City	State	Zip Code

Attested By:


Rhonda Geriminsky, City Clerk


Director: Julie Ayers, Human Resources Director


Department Rep: Dawn Prince, Workforce Administrator


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



CC Number
ACON64711C
Contract Number

The above referenced Contract Amendment is hereby Executed
Oct. 23, 2014, at Peoria, Arizona


Dan Zenko, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona

Official File



CONTRACT AMENDMENT

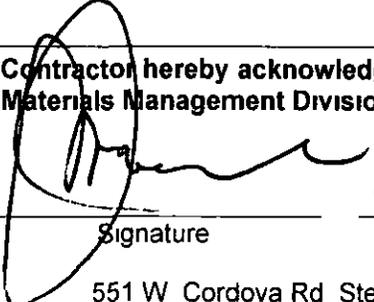
**Materials Management
Procurement**
 9875 N 85th Ave 2nd Fl
 Peoria, AZ 85345
 Telephone (623) 773-7115
 Fax (623) 773-7118
 Buyer Lisa Houg

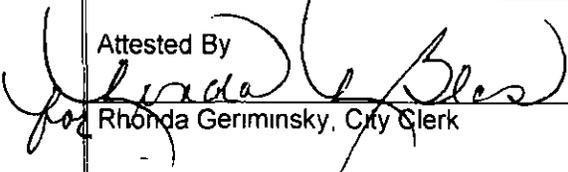
Solicitation No P12-0009 Page 1 of 1
 Description Executive Recruitment Services
 Amendment No Two (2) Date 9/17/13

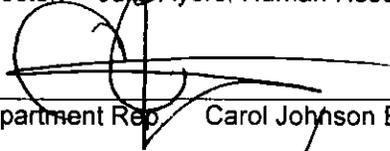
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/13

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

	10-7-13	James L. Mercer, President/CEO	The Mercer Group Inc Company Name	
Signature	Date	Typed Name and Title	Company Name	
551 W Cordova Rd Ste 726		Santa Fe	NM	87505
Address		City	State	Zip Code

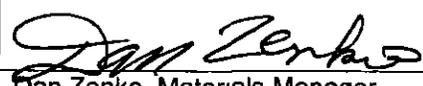
Attested By 
 Rhonda Geriminsky, City Clerk

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



CC Number
 ACON64711B
 Contract Number

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


 Dan Zenko, Materials Manager

City Seal
 Copyright 2003 City of Peoria Arizona

Official File



CONTRACT AMENDMENT

Materials Management Procurement

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

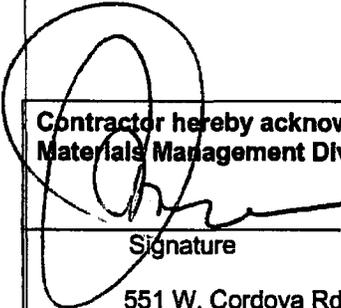
Buyer: Lisa Houg

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.

	10/31/12	James L. Mercer, President/CEO	The Mercer Group, Inc.	
Signature	Date	Typed Name and Title	Company Name	
551 W. Cordova Rd. Ste. 726		Santa Fe	NM	87505
Address		City	State	Zip Code

Attested By:

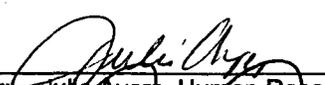
City Clerk

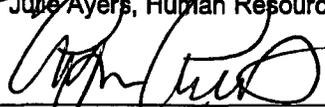


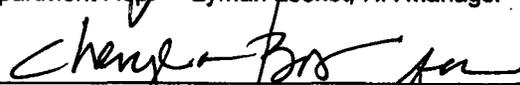
City Seal
Copyright 2003 City of Peoria, Arizona

CC Number
ACON64711A
Contract Number

Official File

Director:  Julie Ayers, Human Resources Director

Department Rep:  Lyman Lockett, HR Manager

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

The above referenced Contract Amendment is hereby Executed

November 29, 2012, at Peoria, Arizona


Dan Zenko, Materials Management Supervisor



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P12-0009** Proposal Due Date: **October 10, 2011** *
 Materials and/or Services: **Executive Recruitment Services** 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: 5254669500 Fax: 5254661274

Name: JAMES L MERCER

Email: JMERCER@MERCERGROUPINC.COM

THE MERCER GROUP INC
Company Name

Authorized Signature for Offer

551 W CORDOVA Rd # 1726
Address

JAMES L MERCER
Printed Name

SANTA FE NM 87505
City State Zip Code

PRESIDENT/CEO
Title

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

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 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: ACON64711

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.



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

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

Materials Management Procurement

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

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:



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

- 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.



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

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.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a 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

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

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

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

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

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

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

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

- 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

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

- 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



SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

- 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.

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



The Mercer Group, Inc.

Consultants To Management

551 W. Cordova Road, #726

Santa Fe, New Mexico 87505

(505) 466-9500

FAX (505) 466-1274

E-mail: mercerc@mindspring.com

October 7, 2011

Lisa Houg, CPPB - Contract Officer
City of Peoria
9875 N 85th Avenue
Peoria, AZ 85345

Dear Ms. Houg:

The Mercer Group, Inc. is most pleased to submit this proposal to assist the City of Peoria to recruit nationally and to develop exceptionally well-qualified candidates for various recruitments. We are most interested in assisting the City of Peoria with this critical project, and if selected to conduct the search, would have no difficulty beginning the project immediately and expediting our work to ensure a smooth process. The Mercer Group, Inc. has extensive experience in conducting various recruitments locally and nationally. Our firm conducts several similar searches each year throughout the United States. We are especially well qualified to conduct this search for the City of Peoria. We have recently completed other searches for the City of Peoria and are familiar with the City and its requirements. Additionally, we have a good database of prospective candidates from prior similar searches.

The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the City of Peoria in selecting highly qualified individuals who meet the profile and needs of the City and who might not otherwise apply. We have conducted recent searches for various recruitments for several communities your size. We are quite familiar with the candidate pool and the local needs.

We are the largest nationwide public sector search firm and we have more experience than any other public sector executive search firm. Mr. Mercer is a Certified Management Consultant (CMC) which is the preeminent designation earned in the management consulting profession. It is

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

www.mercergroupinc.com

Lisa Houg, CPPB - Contract Officer
City of Peoria
Page Two
October 7, 2011

an indication that the individual possessing it has met and continues to meet strict certification requirements of the Institute of Management Consultants. The CMC designation represents that the individual has met world-class standards of competence, ethics and independence in the management consulting field. Mr. Mercer is the only management consultant with this designation operating in the public sector. (Please see www.mercergroupinc.com for more information about our firm and about current searches that we are conducting.)

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

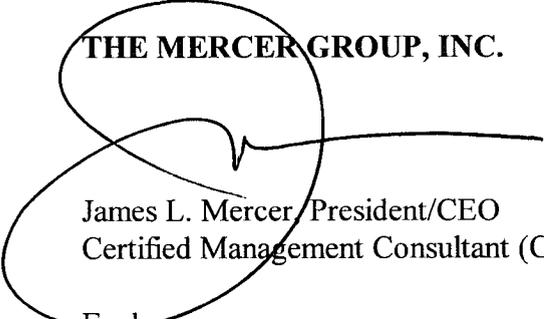
Our corporate headquarters is in Atlanta and we have branch offices in Arizona, California, Colorado, Florida, Georgia, Illinois, Louisiana, Michigan, New Mexico, North Carolina, Oklahoma, Texas and Virginia. We will work on the assignment from our Santa Fe office.

Lead consultant on this search will be James L. Mercer. Other consultants to be used on this search will be Clark Wurzberger and Karolyn Prince-Mercer.

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

Sincerely yours,

THE MERCER GROUP, INC.



James L. Mercer / President/CEO
Certified Management Consultant (CMC)

Enclosure

THE MERCER GROUP, INC.

TABLE OF CONTENTS

Section

Page No.

Cover Letter

I. PLAN/METHOD OF APPROACH TO ACCOMPLISH SCOPE OF WORK 1-5

II. FIRM'S EXPERIENCE/PROJECTS 6-13

III. STAFF'S CAPABILITIES AND ASSIGNMENTS 14-15

IV. FEE SCHEDULE 16-17

APPENDICES

A. The Mercer Group, Inc. Guarantees 18

B. Sample Work Products

SECTION I: PLAN/METHOD OF APPROACH TO ACCOMPLISH SCOPE OF WORK

A. Approach

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

B. Work Plan

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

- **Position Analysis** — We will define work relationships, job qualifications and requirements for the position — the "Position Profile".
- **Recruitment Process** — We will recruit regionally and nationally for the position and network to locate qualified candidates.
- **Resume Review** — We will identify qualified candidates.
- **Candidate Screening** — We will thoroughly screen prospective candidates.
- **Background Investigation** — We will thoroughly evaluate prospective candidates.
- **Interview Process** — We will make recommendations and assist in selection.
- **Negotiation and Follow-up** — We will facilitate employment and follow-up to ensure complete integrity of the process.

1. Position Analysis

We will have extensive consultation with the City Officials, other City staff and local leaders selected by them, as well as other individuals or groups (if you wish) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions. During this process, we will initiate individual interviews with citizen organizations, department heads and key staff, and others of your choice to identify expectations, perceptions, and concerns regarding the position. In addition, we will spend a considerable amount of time at the beginning of the process in the City of Peoria in order to determine the level of experience and training needed.

Based on those meetings, we will prepare a draft position profile for each recruitment and review it with the City Officials in order to arrive at a general agreement regarding the specifications for the

position. The final position profile will include information about the City of Peoria, the community, major issues to be faced, the position, and the selection criteria established.

2. Recruitment Process

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

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

We will provide the City Officials with several advertising alternatives with varying degrees of cost and their associated benefits. Based on our discussions with the City Officials, we will place ads in professional journals, online at appropriate websites to attract the best candidates, and in various minority and women's publications to encourage applicants to apply.

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed of their status.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile" for that recruitment. They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

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

Once the initial screening is completed, we will select the prospective candidates who most closely match the criteria established by the City Officials. The output of this step in the process will be a matrix display of the top candidates showing how each rates against the selection criteria established by the City Officials. This matrix will be reviewed with the City Officials in group meetings and

guidance obtained prior to proceeding. One contingency here is that the City Officials may not approve of any of the candidates. If that should occur, we would, of course, keep searching until City of Peoria's needs are clearly met.

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

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

5. Background Investigations

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

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

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

6. Interview Process

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

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

Our report will be presented in a meeting with the City Officials in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. We can also assist the City Officials at no extra charge in conducting targeted selection and/or simulation processes with finalists, if desired. In particular, we will explain which, if any, of the applicants specifically meet the total criteria established by the City Officials or whether the final group simply represents the best available talent.

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

7. Negotiation and Follow-up

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

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

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

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

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

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

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

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

C. Schedule

The search process normally takes 90- 120 days to complete.

D. Equal Employment Opportunity Statement

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

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

SECTION II: FIRM'S EXPERIENCE/PROJECTS

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

A. Firm Qualifications

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

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

These important engagements will be conducted by Mr. James L. Mercer. Mr. Mercer has conducted or assisted in the conduct of more than 2000 successful executive searches in recent years. The spectrum of our search experience is illustrated is below. Mr. Mercer's resume is included below.

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

James L. Mercer, President
The Mercer Group, Inc.
551 W Cordova Road, Suite 726
Santa Fe, New Mexico 87505
Telephone: (505) 466-9500; FAX: (505) 466-1274
Federal Tax ID No.: 58-1877068

THE MERCER GROUP, INC. RECRUITMENT TEAM SKILLS MATRIX

CATEGORIES OF SKILLS AND EXPERIENCE

RECRUITMENT TEAM J. Mercer C. Wurzberger K. Prince-Mercer

Special District/Non-Profit	●	●	●
Small Municipality	●	●	●
Large Municipality	●	●	●

Urban County	●	●	●
Rural County	●	●	●
Suburban Government	●	●	●
Search Committee	●	●	●
Citizen Committee	●	●	●
Minority Placements	●	●	●
Internal Candidate Placement	●	●	●
Women Placement	●	●	●
Candidate Videotaping	●	●	●
Local Government Work Experience	●	●	●
Council/Manager Goal Setting	●	●	●
Sunshine and Open Records Act Experience	●	●	●
National Experience and Contacts	●	●	●
Other Public/Private Experience	●	●	●
CEO & Department Head Placements	●	●	●
Unbundled Search Process	●	●	●

Searches conducted by our firm over the past three years:

City Managers/Administrators

- Alamogordo, New Mexico - City Manager - 2009
- Aztec, New Mexico - City Manager - 2009
- Bangor, Maine - City Manager - 2010
- Birmingham, Michigan - City Manager - 2010
- Bloomfield, New Mexico - City Manager - 2010
- Bridgeport, Texas - City Administrator - 2010
- *Chesapeake, Virginia - City Manager - 2009
- Cleburne, Texas - City Manager - 2011
- Columbia, South Carolina - City Manager - 2009
- Erie, Colorado - Town Administrator - 2011
- Fairfield, Iowa - City Administrator - 2010
- Florence, South Carolina - City Manager - 2011
- Glendale, Arizona - Assistant City Manager - 2010
- Glendale, Arizona - Deputy City Manager - 2010
- Goldsboro, North Carolina - City Manager - 2011
- Hampton, Virginia - City Manager - 2009
- Hyattsville, Maryland - City Administrator - 2010
- Indian Trail, North Carolina - Town Manager - 2009
- Jacksonville, North Carolina - City Manager - 2010
- Lake Worth, Florida - City Manager - 2009
- Las Vegas, New Mexico - City Manager - 2009

League City, Texas - City Administrator - 2009
League City, Texas - Assistant City Manager for Public Works - 2009
Littleton, Colorado - City Manager - 2011
Muscatine, Iowa - City Administrator - 2009
Newburgh, New York - City Manager - 2010
North Myrtle Beach, South Carolina - City Manager - 2010
North Myrtle Beach, South Carolina - Assistant City Manager - 2008
Oak Ridge, Tennessee - City Manager - 2010
Overland Park, Kansas - City Manager - 2010
Paducah, Kentucky - City Manager - 2010
Petoskey, Michigan - City Manager - 2009
Pompano Beach, Florida - City Manager - 2009
*Portsmouth, Virginia - City Manager 2009
Richmond, Virginia - Chief Administrative Officer - 2009
Sheridan, Colorado - City Manager - 2011
South Miami, Florida - City Manager - 2010
Timnath, Colorado - Town Manager - 2011
Trophy Club, Texas - Town Manager - 2010
Villa Park, Illinois - Village Manager - 2011

County Managers/Administrators

Bernalillo County, New Mexico - County Manager - 2011
Butler County, Ohio - County Administrator - 2011
Horry County, South Carolina - County Administrator - 2009
Mesa County, Colorado - County Administrator - 2011
Oconee County, South Carolina - County Administrator - 2010
Orange County, North Carolina - County Manager - 2009
Sumter County, Georgia - County Administrator - 2011

Airports

Dayton, Ohio - Aviation Director - 2010
Rhode Island Airport Corporation - Airport Chief of Police - 2009

Associations

Centralina Council of Governments, Charlotte, North Carolina - Executive Director - 2010
Kentucky League of Cities - Executive Director - 2010
Local Government Insurance Trust, Maryland - Executive Director - 2009
New Hampshire Local Government Center - Executive Director - 2009
Texas Municipal League - Executive Director - 2010

Budget/Finance

Broward County, Florida - Director of Accounting - 2010
Durham, North Carolina - Finance Director - 2009
Lake Worth, Florida - Finance Director - 2009
Monroe County, Florida, School Board - District Internal Auditor - 2009
Ottumwa, Iowa - Finance Director - 2009
Sandy Springs, Georgia - Finance Director - 2009

Communications

Alexandria Sanitation Authority, Alexandria, Virginia - Public Communications Liaison - 2010
Dane County, Wisconsin - Director of Public Safety Communications - 2009

Contracts and Procurement

Charleston County, South Carolina - Contracts and Procurement Director - 2010

Council of Governments

Centralina Council of Governments, North Carolina - Executive Director - 2010

Economic Development

Albany, Georgia - Downtown Manager - 2010
Business Development Cornerstone Development Authority, Southfield, Michigan - Executive Director - 2009
Orlando, Florida - Director of Economic Development (over Planning and Community Development)- 2010

Health Care

Northern Kentucky Independent District Health Department - Director of Health - 2010

Housing and Housing Authorities

Decatur Housing Authority, Illinois - Executive Director - 2009

Human Resources

Charleston County, South Carolina - Human Resources Director - 2009
 Mooresville, North Carolina - Human Resources Director (Limited Scope Search) - 2009
San Antonio, Texas - Human Resources Director - 2009

Library Director

Charleston County Public Library, South Carolina - Executive Director - 2010

Municipal Leagues

Kentucky League of Cities - Executive Director - 2010

New Hampshire Local Government Center, Concord, New Hampshire - Executive Director - 2009

Texas Municipal League - Executive Director - 2010

Parks & Recreation

Bozeman, Montana - Recreation Superintendent (Limited Scope Search) - 2009

Charleston, South Carolina - Director of Parks - 2009

North Myrtle Beach, South Carolina - Director of Parks and Recreation - 2009

Planning/Community Development

Bozeman, Montana -Director of Planning and Community Development - 2010

Centralina Council of Governments, Charlotte, North Carolina - Executive Director - 2010

Capital Area Regional Planning Commission, Wisconsin - Executive Director - 2010

*Collierville, Tennessee - Planning and Community Development Director - 2009

Lake Worth, Florida - Community Development Director - 2011

Lake Worth, Florida - Community Development Director - 2009

Orlando, Florida - Director of Economic Development (over Planning and Community Development)- 2010

Southfield, Michigan - City Planner - 2010

Protected Classes

Bowie, Maryland - Chief of Police - 2011

Charleston County, South Carolina - Human Resources Director - 2010

Hampton, Virginia - City Manager - 2009

Hyattsville, Maryland - City Manager - 2010

Mesa County, Colorado - County Administrator - 2011

North Myrtle Beach, South Carolina - Public Safety Director - 2010

Northern Kentucky Independent District Health Department - Director of Health - 2010

Peoria, Illinois - City Manager - 2009

Richmond, Virginia - Chief Administrative Officer - 2009

San Antonio, Texas - Human Resources Director - 2009

Sandy Springs, Georgia - Finance Director - 2010

Public Safety

Bowie, Maryland - Chief of Police - 2010
Bozeman, Montana - Chief of Police - 2010
Dane County, Wisconsin - Director of Public Safety Communications - 2009
Des Moines, Iowa - Fire Chief - 2009
Franklin, Tennessee - Chief of Police - 2010
Goodyear, Arizona - Police Chief - 2011
North Myrtle Beach, South Carolina - Public Safety Director - 2010
Oak Ridge, Tennessee - Chief of Police - 2011
Rhode Island Airport Corporation - Airport Chief of Police - 2009
Sacramento Metropolitan Fire District, Sacramento, California - Chief Deputy - 2009
Tracy, California - Fire Chief - 2010
Yakima, Washington - Police Chief - 2011

Public Utilities

Alexandria Sanitation Authority, Alexandria, Virginia - Chief Operations Officer - 2010
Alexandria Sanitation Authority, Alexandria, Virginia - Public Communications Liaison - 2010
Arlington, Texas - Assistant Director for Water Treatment - 2009
Bexar Metropolitan Water District, San Antonio, Texas - General Manager - 2009
Bristol Tennessee Essential Services - Chief Operating Officer - 2010
Wichita, Kansas - Director of Public Works and Utilities - 2011
Wichita, Kansas - Assistant Director of Public Works and Utilities - 2011

Public Works/Engineering

Bexar Metropolitan Water District, San Antonio, Texas - General Manager - 2009
Garland, Texas - Solid Waste Collections Manager - 2010
Garland, Texas - Disposal Operations Manager - 2010
Lea County, New Mexico - Public Works Director - 2010
Prairie Village, Kansas - Public Works Director - 2009
Wichita, Kansas - Director of Public Works and Utilities - 2011
Wichita, Kansas - Assistant Director of Public Works and Utilities - 2011

Transportation/Transit Authorities

Bloomington-Normal Public Transit System, Illinois - General Manager - 2010

References (because our firm conducts about 65 searches per year we have included a representative sample of references from prior and current searches):

Roric Massey, City Attorney
City of Goodyear; population: 57,000

190 N Litchfield Road
Goodyear, AZ 85338
509-942-7381
City Manager Search

John Fischbach, City Manager
City of Goodyear; population: 57,000
190 N Litchfield Road
Goodyear, AZ 85338
509-882-7051
City Manager Search; Human Resources Director Search, Chief of Police Search

Ed Beasley, City Manager
City of Glendale; population: 218,812
5850 W Glendale Avenue, Suite 431
Glendale, AZ 85301
623-930-2870
City Attorney Search; Deputy City Manager Search

Alma Carmicle, Human Resources Director
City of Glendale; population: 218,812
5850 W Glendale Avenue, Suite 431
Glendale, AZ 85301
623-930-2270
City Attorney Search; Deputy City Manager Search

Kelly Udall, Town Manager
Town of Pinetop-Lakeside; population: 4,156
1360 N Niels Hansen Lane
Pinetop-Lakeside, AZ 85929
928-368-8696
City Attorney Search

Karla Vining, Deputy Executive Director
Texas League of Cities
1821 Rutherford Lane, Suite 400
Austin, TX 78754
512-231-7400
Executive Director Search for Texas Municipal League

Bob Hewett, Chairman
Board of Commissioners
Lexington Convention & Visitors Bureau
301 E Vine Street

Lexington, KY 40507
859-244-7711
Executive Director Search

Martha Cosby, Director of Human Resources
Kentucky League of Cities
100 East Vine Street, Suite 800
Lexington, KY 40507
800-876-4552 Ext 3716
Executive Director Search for Kentucky League of Cities

Mark Watson, City Manager
City of Oak Ridge; population: 27,387
200 S Tulane Avenue
Oak Ridge, TN 37830
865-425-3550
City Manager Search

Jeff Pomeranz, City Manager
City of Cedar Rapids; population: 128,056
3851 River Ridge Road NE
Cedar Rapids, IA 52401
319-286-5080
Various Searches

SECTION III: STAFF'S CAPABILITIES AND ASSIGNMENTS

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

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

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

Mr. Mercer has been conducting executive level, turn-key searches in/for the public sector for nearly 30 years.

2. Clark Wurzberger, Senior Vice President - California Office

Mr. Wurzberger brings to this assignment over twenty-six years of diverse public sector experience, serving for the past seventeen years as a consultant to local government in California and throughout the country. He specializes in public sector search and holds a Bachelor's Degree in English from San Diego State University. Mr. Wurzberger established the Mercer Group's California office nine years ago. He most recently served as lead consultant in the recruitments of Airport Director for the City of Dayton, Ohio, Fire Chief for the City of Tracy, Director of Health for the Northern Kentucky Health Department, and Fire Chief and Deputy Chief, Operations for the Sacramento Metropolitan Fire District. He served as lead consultant in the recruitment and selection of the General Manager of the Hampton Roads Sanitation District in Virginia Beach, Virginia, one of the highest performing and most progressively managed sanitation districts in the country. While serving with his previous firm, Mr. Wurzberger assisted in the recruitment of the Director of Administration for the Central Contra Costa Sanitary District in 2001.

Mr. Wurzberger previously served for seven years as Senior Associate with Hughes, Perry & Associates, a highly regarded California-based public sector management consulting firm. He has also served as Vice President in the San Francisco office of Boyden International, one of the country's top

ten executive search firms. He previously was appointed a senior-level personnel manager within the U.S. Departments of State and Defense in Washington, D.C. and was selected as a member of the U.S. Senior Executive Service. He has always been actively involved in his community and served for five years on the Board of Directors of The Cow Palace in San Francisco, a multi-purpose agricultural and entertainment facility that hosts national and regional events on behalf of the State of California.

Mr. Wurzberger has over 20 years experience in conducting executive level, turn-key searches in/for the public sector.

3. **Karolyn Prince-Mercer, Senior Vice President - Santa Fe Office**

Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. Ms. Prince-Mercer has taught in public schools in Nevada, Mississippi, and North Carolina and has served as a substitute teacher in Georgia. She has practiced law for over 20 years beginning in Georgia. Ms. Prince-Mercer is also qualified to administer and interpret the Myers-Briggs Type Indicator (MBTI) instruments.

Ms. Prince-Mercer also specializes in public sector executive search. She has been in management consulting for eighteen years. She has experience working in executive search and has conducted several city manager searches. She has placed city managers in Gastonia, North Carolina, and El Reno, Oklahoma, and has worked closely with Mr. Mercer in the placement of city managers in Bangor, Maine; Mason, Ohio; Johns Creek, Georgia; Paducah, Kentucky; Powder Springs, Georgia; and Westminster, Maryland. She has worked on several other city managers/administrators searches with Mr. Mercer over the past 18 years. She also has experience with compensation and classification, and with organization and management studies. Ms. Prince-Mercer is also active in recruitment for other fields in the public sector.

Ms. Prince-Mercer has nearly 20 years experience in conducting executive level, turn-key searches in/for the public sector.

SECTION IV: FEE SCHEDULE

Our normal fee for the services outlined is \$16,500 plus not-to-exceed expenses of \$8,000. Because the City of Peoria is a repeat client we will discount the \$16,500 fee for the first search awarded to our firm by \$1,500 so that the fee to conduct this search will be \$15,000 plus \$8,000 in not-to-exceed expenses. Subsequent searches awarded to our firm will be discounted to \$13,500 per search plus \$7,000 in not-to-exceed expenses per search unless two (2) or more searches are conducted simultaneously at which time expenses may be reduced per search. Items typical of a similar search with their typical costs are broken down as follows:

Position Analysis	\$ 2,000
Outreach Campaign	2,000
Resume Review	1,750
Candidate Screening	4,500
Background Investigation	4,750
Interview Process	1,000
Negotiation and Follow-up	<u>500</u>
TOTAL FEE	\$16,500
DISCOUNT ON FIRST SEARCH AWARDED OUR FIRM	\$1,500
TOTAL FEE FOR FIRST SEARCH AWARDED OUR FIRM	\$15,000

Expenses are for consultant travel, lodging and per diem, telephone, correspondence, advertising, research, sourcing, reference and background investigation, data assemblage and report preparation. Our firm can also place newspaper ads but the cost can sometimes run as high as \$2500 for one ad.

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

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

We will submit regular invoices for fees and expenses. It is our practice to bill one-third at the start of the search, one-third upon delivery of the semi-finalist application materials, and one-third upon delivery of the Final Report. Expenses will be billed in addition and shown as a separate figure.

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

Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and we expect to continue such work in the future. We will, to

the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

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

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

THE MERCER GROUP, INC. GUARANTEES

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

1. **Client Organization:** The client is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all of our guarantees apply to the entire client organization.
2. **Two-Year Off Limits:** We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.
3. **Placement Off Limits Forever:** We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
4. **Continue the Search:** If, for any reason, the client does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection. The only caveat is that we may need to charge additional out-of-pocket expenses only for this additional work.
5. **Replacement of Successful Candidate:** If the candidate we place with the client leaves the client organization for any reason during the 24 month period following the date of placement with the client, we will replace the candidate for the out-of-pocket expenses only that it costs us to make the new placement.
6. **Parallel Candidate Presentation:** We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.
7. **Client Conflicts:** If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.
8. **Deceptive/Misleading Search Techniques:** We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.
9. **Resume Floating:** We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.
10. **Not Represent Individuals:** We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.