



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: 10/6/15

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.

<i>Valerie Gaeta-Phillips</i> Signature	10/16/15 Date	<i>Valerie Gaeta-Phillips</i> Bob Murray , President Typed Name and Title	Bob Murray & Associates Company Name
1677 Eureka Rd, Ste. 202 Address	Roseville City	CA State	95661 Zip Code

Attested By:
Rhonda Geriminsky
 Rhonda Geriminsky, City Clerk

Director: *Julie Ayers*, Julie Ayers, Human Resources Director
 Department Rep: *Dawn Prince*, Dawn Prince, Human Resources Mgr.
 Approved as to Form: *Stephen M. Kemp*, Stephen M. Kemp, City Attorney



City Seal
 Copyright 2003
 City of Peoria, Arizona

CC Number
 ACON64811D
 Contract Number

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

ACON64811D



CONTRACT AMENDMENT

Materials Management Procurement

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

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

Buyer: Lisa Houg

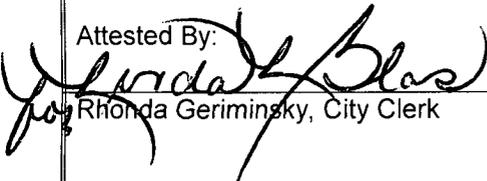
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/14.

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

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

	<u>10/10/14</u>	Bob Murray, President	Bob Murray & Associates
Signature	Date	Typed Name and Title	Company Name
1677 Eureka Rd, Ste. 202		Roseville	CA 95661
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

ACON64811C
Contract Number

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



Dan Zenko, Materials Manager

Official File

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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

Bob Murray 10/14/13
 Signature Date

Bob Murray, President
 Typed Name and Title

Bob Murray & Associates
 Company Name

1677 Eureka Rd, Ste 202
 Address

Roseville
 City

CA
 State

95661
 Zip Code

Attested By

Rhonda Geriminsky
 for Rhonda Geriminsky, City Clerk

Director *Julie Ayers* Human Resources Director

Department Rep *Carol Johnson* Employment Supervisor

CC Number

ACON64811B
 Contract Number

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

The above referenced Contract Amendment is hereby Executed
October 21, 2013 at Peoria, Arizona

Dan Zenko
 Dan Zenko, Materials Manager



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CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. P12-0009 Page 1 of 1

Description: Executive Recruitment Services

Amendment No. One (1) Date: 10/30/2012

Buyer: Lisa Houg

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.

Bob Murray 10/31/2012
Signature Date

Bob Murray, President
Typed Name and Title

Bob Murray & Associates
Company Name

1677 Eureka Rd, Ste. 202

Roseville

CA

95661

Address

City

State

Zip Code

Attested By:

Rhonda Jerimsky
City Clerk

Julie Ayers
Director: Julie Ayers, Human Resources Director

Lyman Locket
Department Rep: Lyman Locket, HR Manager

CC Number

ACON64811A
Contract Number

Stephen M. Kemp
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
Dan Zenko, Materials Management Supervisor



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Official File



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:

Name: Sarah Kenney

Telephone: 916.784.9080 Fax: 916.784.1985

Email: sarahka@bobmurrayassoc.com

Bob Murray & Associates
Company Name

Bob Murray
Authorized Signature for Offer

11677 Eureka Rd. Suite 202
Address

Bob Murray
Printed Name

Roseville CA 95661
City State Zip Code

President
Title

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

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

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

Attested by: Wanda Nelson
Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 12/6/2011

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



CC: _____

Contract Number: ACON 64811

Contract Awarded Date December 5, 2011

Dan Zenko
Dan Zenko, Materials Management Supervisor

Official File: _____



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. PREPARATION OF PROPOSAL:

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

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

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

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

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

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

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

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

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

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

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

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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

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



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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



STANDARD TERMS AND CONDITIONS

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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0009

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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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.



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

12. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
14. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise



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

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

20. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

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

d. Professional Liability

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



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

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

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

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

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

23. **Independent Contractor:**

a. General

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

b. Liability

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

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

c. Other Benefits

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

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



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- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
26. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
27. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
28. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.



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

30. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

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

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

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

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

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

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



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

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

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

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I. PURPOSE

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

The City will accept additional proposals from firms prior to the extension of current awarded contracts. The submitted proposals will be evaluated based on the existing criteria and may be awarded if deemed appropriate. Any newly awarded contracts would be in effect only for the remainder of the original contract term. Firms that are awarded contracts from the original solicitation will not be required to re-submit proposals, but will have their contracts extended per the terms and conditions if deemed appropriate at time of renewal.

II. SCOPE OF SERVICES

1. Selected firms shall be prepared to perform any and all tasks related to a search for and selection of high-level executives and managers. The services may include, but are not limited to, the following:
 - A. Conferring with City Manager, Deputy City Managers, Human Resources designee, department Directors/Managers, union representatives, etc., regarding the duties and responsibilities of the position, minimum qualifications and evaluation criteria.
 - B. Preparation of a professional, comprehensive and attractive Recruitment Profile which includes information about the City, its government structure, the department in which the vacancy exists and necessary and desirable candidate qualifications.
 - C. Development of a recruitment plan specifying:
 - Recruitment of candidates from diverse backgrounds utilizing local, regional and national resources (publications, trade journals, mailing lists, social media, etc.).
 - Evaluation and screening of all candidates.
 - Make recommendations to the City of top candidates for the position(s).
 - Assist the City in the interview process for the top candidates, including coordination of travel and accommodation arrangements for candidates and interviewers.
 - Documentation and support of selection and non-selection recommendations.
 - Assist in the completion of the assessment center process.
 - Reference checking, including verification of professional and educational credentials.
 - Background checking.
 - D. Conduct leadership/personality assessments to audit leadership talent.
2. The actual scope of work and description of materials and services to be provided will be dependent upon the specific executive search requirements.



SCOPE OF WORK

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III. LIST OF CLASSIFICATIONS

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

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

IV. SUBMITTAL REQUIREMENTS

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

- A. **Plan and Method of Approach to accomplish the Scope of Work** – Firms will provide a description of the plan and approach they will utilize to perform the recruitment services. This shall include a description of the firm’s method of conducting executive searches including: how information is gathered, position profile development, selection and evaluation process design, conduct of recruitment activities, typical criteria used to select and evaluate applicants, and additional services generally provided.



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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 _____.

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

October 5, 2011

Ms. Lisa Houg, CPPB
City of Peoria
9875 N. 85th Avenue
Peoria, AZ 85345

Dear Ms. Houg:

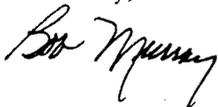
Thank you for inviting Bob Murray & Associates to submit a proposal to conduct executive recruitments for the City of Peoria. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee information, and sample recruitment brochures. This proposal is valid and irrevocable for a period of ninety (90) days after the due date of October 10th, 2011.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Peoria, but also that the selected candidate will reflect positively upon your organization.

To learn first-hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 7 of the attached proposal. We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,



Bob Murray
President
Bob Murray & Associates

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THE RECRUITMENT PROCESS

Upon contract award, our firm will register as a vendor with the City and provide proof of insurance as outlined in the Request for Proposal. Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Peoria reaches quality candidates for its executive recruitments. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Peoria's needs will be key to a successful search. We will work with City personnel, including but not limited to the City Manager, Deputy City Managers, Human Resources designee(s), department Directors/Managers, union representatives, and the City Council as appropriate to learn as much as possible about the organization's expectations for each recruitment. We want to learn the values and culture of the organization, as well as to understand the current issues, challenges and opportunities that face the City of Peoria. We also want to know the City's expectations regarding the knowledge, skills and abilities sought in the ideal candidates and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate(s). The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Peoria's needs, we will design an effective advertising campaign appropriate for the individual recruitments. We will focus on professional journals that are specifically suited to the searches and will advertise with organizations designed to reach a diverse audience, including Equal Opportunity Publications, the International Hispanic Network, the National Forum for Black Public Administrators, and industry-specific associations. In addition to print sources such as *Western City Magazine* and the *Jobs Available* newsletter and industry-specific association sources, we will utilize social media sites such as Facebook, Twitter, and LinkedIn. We will also develop professional recruitment brochures on the City's behalf that will discuss the community, organization, positions and compensation in detail. Once completed, we will mail the profiles to an extensive audience, making them aware of the exciting opportunities with the City of Peoria.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidates with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing positions to prospective candidates will be essential to the success of the searches.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates for each recruitment with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background, experience, and leadership skill as it relates to the position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. Our firm offers two options for leadership and personality testing. We have a professional relationship with the Center for Executive Solutions, which offers complete leadership and personality evaluations at a cost of \$2,500 per selected candidate. We can also conduct more limited testing in-house at a cost of \$100 per selected candidate. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each candidate. Various sources will be consulted including Google; Lexis-Nexis™(a newspaper/magazine search engine); and local papers for the communities in which the candidates have worked. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates. We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitments we will provide City personnel with updates on the status of the searches. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

PROFESSIONAL QUALIFICATIONS

With respect to the executive recruitments, Bob Murray and Associates offers the following expertise:

- ✦ We are familiar with the City of Peoria, having conducted your Deputy City Manager, Director of Economic Development Services, and Police Chief recruitments. Bob Murray & Associates' experience in the State of Arizona is diverse and will be an asset when presenting opportunities to prospective candidates. We have previously conducted recruitments on behalf of the cities of Apache Junction (City Manager and Police Chief); Casa Grande (City Manager); Chandler (Human Resources Director, Parks and Recreation Director, Police Chief, Public Works Director, and others); Glendale (Police Chief, Assistant Police Chief, Fire Chief, Assistant Human Resources Director, and others); Mesa (Police Chief); Phoenix (City Manager, Public Works Director, and Water Services Director); and Scottsdale (Economic Vitality General Manager and Human Resources General Manager); in addition to Maricopa County (County Administrator) and Pima County (County Administrator). We have also conducted the Executive Director recruitment on behalf of the Arizona Municipal Water Users Association. Our knowledge of your state, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.
- ✦ Our firm has placed over 200 City Managers since its founding in 2000. We are currently conducting City Manager/Town Manager and City Administrator recruitments on behalf of the cities and towns of Arcadia, Huntington Park, Loomis, Montebello, Rancho Santa Margarita, and St. Helena, CA; as well the City of Arlington, TX (Deputy City Manager). Prior to his career in executive search, Mr. Murray served as the City Manager for the City of Olympia, WA. He therefore understands and has personal insight regarding the dynamic relationship between the City Council and City Manager. This experience will be of great value when screening candidates and making an assessment of their credentials.
- ✦ Our firm has extensive experience in recruiting local government finance professionals. We are currently recruiting for a new Chief Financial officer on behalf of the City of West Wendover, NV; the Assistant Director of Aviation-Finance on behalf of the McCarran International Airport, NV; and the Comptroller for Wayne County, MI (Deputy CFO). We recently completed recruitments on behalf of the cities of Corona, CA (Finance and Customer Service Manager) and San Diego, CA (Director of Financial Management); Clark County, NV (Comptroller); and Thornton, CO (Finance Director).

- Bob Murray & Associates has conducted hundreds of searches for municipal and special district executives, including Planning Directors/Managers. We are currently conducting the Director of Planning and Development search on behalf of Santa Clara County and the Planning and Building Director search on behalf of the City of Healdsburg. We most recently conducted the Planning Director recruitment on behalf of the City of Pacifica.

- Mr. Bob Murray, President; Mr. Regan Williams, Vice President; and Mr. Wesley Herman, Vice President have law enforcement backgrounds that will assist the City of Peoria. Mr. Murray began his career in local government in law enforcement. He served as a Deputy Sheriff for Alameda County, CA and as a Police Officer for Walnut Creek, CA. If he is unavailable to assist in a Public Safety executive-level search, Mr. Williams or Mr. Herman have strong backgrounds and expertise to help assist the City. Mr. Williams has over 30 years of experience in law enforcement, having most recently served as the Director of Public Safety for the City of Sunnyvale. Mr. Herman is currently a fully sworn Reserve Police Officer with the City of Citrus Heights, CA. Our recruiters' law enforcement backgrounds, their comprehensive understanding of the Chief's role, and their knowledge of excellent candidates will be invaluable when conducting this recruitment. We are currently conducting Police Chief recruitments on behalf of the cities of Corona, CA and Walla Walla, WA, as well as on behalf of California State University, Sacramento; we recently completed the Police Chief recruitment on behalf of the City of San Bernardino, CA; the Director of Public Safety recruitment for Sunnyvale, CA, and a Police Lieutenant recruitment on behalf of the University of California, Merced.

- Bob Murray & Associates has an unmatched record of success in recruiting local government professionals. With over 25 years of experience, we have placed hundreds of professionals including City Managers, County Managers, Human Resources Directors, Finance Directors, Police Chiefs, Fire Chiefs, Public Works Directors, Planning Directors, Economic Development Directors, Engineers, Community Development Directors, Executive Directors, General Managers, and many others. Our experience ranges from working with large, complex organizations such as San Francisco, Los Angeles, Phoenix, Las Vegas, and Fulton County (Atlanta) to much smaller organizations. Our recruiters have many years of experience that includes conducting searches in Arizona, California, Colorado, Connecticut, Florida, Georgia, Iowa, Illinois, Indiana, Michigan, Minnesota, Missouri, Nevada, New Mexico, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Utah, Virginia, Washington, Wisconsin, and Wyoming. For a complete list of our executive recruitments during the past three years, please see the attached "Client List Since 2008."

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Several clients for whom Bob Murray & Associates has conducted searches are listed below.

CLIENT: City of Glendale, AZ
POSITION: Assistant Police Chief(s), Police Chief, and Assistant Human Resources Director
REFERENCE: Mr. Ed Beasley, City Manager, (623) 930-2870

CLIENT: City of Mesa, AZ
POSITION: Police Chief
REFERENCE: Mr. Chris Brady, City Manager (480) 644-2066

CLIENT: City of Phoenix, AZ
POSITION: City Manager and Water Services Director
REFERENCE: Mayor Phil Gordon or (602) 262-7111 or Ms. Lisa Esquivel, Assistant Personnel Director, (602) 262-6270

CLIENT: City of Scottsdale, AZ
POSITION: Economic Vitality General Manager and Human Resources General Manager
REFERENCE: Mr. David Ellison, Assistant City Manager, (480) 312-4510 or Mr. Brent Stockwell, Assistant to the Mayor & Council, (480) 312-7288

CLIENT: Arizona Municipal Water Users Association, AZ
POSITION: Executive Director
REFERENCE: Mr. Mike Hutchinson, former City Manager for City of Mesa, AZ, (480) 832-1590

CLIENT: City of Corona, CA
POSITION: Associate Utility Engineer, City Manager, District Engineer, Finance & Customer Service Manager, Human Resources Director, Human Resources Manager, Library Director, Planning and Maintenance Manager, Regulatory Compliance Supervisor, Senior Utility Engineer, and Utilities Facilities Maintenance Manager
REFERENCE: Mr. Jonathon Daly, Water and Power Department General Manager, (951) 736-2477; Mr. Kerry Eden, Assistant General Manager, (951) 917-5740; or Ms. Michelle Tveito, Assistant to the General Manager, (951) 279-3528

CLIENT: City of Oceanside, CA
POSITION: City Manager, City Attorney, City Planner, City Development Engineer, City Traffic Engineer, Development Services Director, Fire Chief, Human Resources Director, and Police Chief
REFERENCE: Mr. Peter Weiss, City Manager, (760) 435-3066; or Mr. Steven Jepsen, former City Manager for the City of Oceanside and current City Manager for the City of Yuba City, (530) 822-4601

CLIENT: City and County of San Francisco, CA
POSITION: Chief Information Officer – Police Department, Director of the Department of Building Inspection, Director of the Office of Citizen Complaints, Executive Director of the Emergency Communications Department, Police Chief, and Project Manager III – Human Resources Information Systems
REFERENCE: Mr. Ed Harrington, General Manager for the SF Public Utilities Commission, former Controller, (415) 554-0761

KEY PERSONNEL

If Bob Murray & Associates is retained to conduct searches on behalf of the City, Mr. Murray will serve as the lead recruiter and Ms. Sarah Kenney will assist throughout the process. If Mr. Murray is unavailable, either Mr. Williams or Mr. Herman will be assigned to the recruitment upon notice and acceptance by the City.

BOB MURRAY, PRESIDENT

Mr. Murray brings over 25 years experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest. Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held positions in law enforcement.

Mr. Murray received his Bachelor's of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

SARAH KENNEY, SENIOR CONSULTANT

As a Senior Consultant with Bob Murray & Associates, Ms. Kenney is responsible for candidate recruitment and screening, research, reference checks, and background verifications. Her focus is client service, and she works closely with clients to coordinate candidate outreach and ensure successful searches.

Ms. Kenney brings over a decade of customer service and management experience to Bob Murray & Associates. She has been on both sides of the hiring process and uses her experience to ensure all parties involved are satisfied with every step of recruitment at our firm.

Ms. Kenney received her Bachelor of Arts degree in Psychology from the University of California at Davis.

REGAN WILLIAMS, VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates. Most recently, he worked as a private consultant with Deloitte and Touche on various public sector assignments. Prior to that, he served as Director of Public Safety with the City of Sunnyvale, CA.

Mr. Williams was involved in the development of some of Sunnyvale's most innovative programs and has a national reputation for excellence in law enforcement. He has been responsible for numerous recruitments throughout his career. Clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor's of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

WESLEY HERMAN, VICE PRESIDENT

Mr. Herman brings over 10 years of management and recruitment experience to Bob Murray & Associates. Most recently, he worked as a Regional Manager for an investment firm directing the recruitment, development and management of a team of associates located throughout the West Coast. Mr. Herman served as the lead contributor to conduct all candidate interviews, engage in negotiations and make recommendations to the firm's principals regarding associate employment for his division. In addition, Mr. Herman has acted in various public sector capacities including as a law enforcement officer and as a legislative advocate for a state industry association.

Mr. Herman's local government and private industry experience have afforded him a unique insight into the specialized needs of each selection process and the ability to identify the ideal group of candidates for an open position. Bob Murray & Associates values his strength in communicating and identifying quality candidates.

Mr. Herman received his Bachelor's of Science degree in Economics and Business Administration from Saint Mary's College of California. He has had further studies in both Public Administration and the Administration of Justice.

AMANDA URRUTIA-SANDERS, PRINCIPAL CONSULTANT

As a Principal Consultant with Bob Murray & Associates, Ms. Urrutia-Sanders is responsible for research, candidate recruitment and screening, as well as reference checks and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search.

Ms. Urrutia-Sanders brings several years of industry experience as she worked for one of the nation's largest recruitment firms. Her insight into the recruitment process is a valuable asset to Bob Murray & Associates.

Ms. Urrutia-Sanders received her Bachelor of Arts degree in Communications from the University of Wyoming.

ROSA GOMEZ, ADMINISTRATIVE MANAGER

Ms. Rosa Gomez is the Administrative Manager at Bob Murray & Associates. Ms. Gomez is the first point of contact at Bob Murray & Associates and has extensive administrative experience.

Ms. Gomez is known for her personal approach as she works closely with clients and candidates alike to ensure a successful search. As the first point of contact for Bob Murray & Associates Ms. Gomez's professional approach is of the highest caliber.

BUDGET AND TIMING

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting executive-level recruitments on behalf of the City of Peoria would range from \$17,500-\$22,500 plus expenses. The fee is dependent upon the position being recruited and the scope of the search (regional vs. national). Services provided for in the fee consist of all steps outlined in this proposal. The City of Peoria will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf.

We estimate expenses for each project to be \$7,500. Reimbursable expenses include such items as the cost of travel (excluding personal vehicle mileage and parking); clerical support; placement of ads; credit, criminal and civil checks, education verification; and newspaper searches; all expenses will be billed to the City without markup and with receipts. In addition, postage, printing, photocopying, and telephone charges will be allocated.

Leadership and personality testing, if conducted in-house, will be billed at \$100 per candidate for expenses. Should the City elect to use the services of the Center for Executive Solutions for more extensive testing, the price will be \$2,500 per candidate.

The City shall be billed monthly by Bob Murray & Associates for the work completed as of that date. Expenses shall be billed and due within 30 days of invoice receipt.

GUARANTEE

We offer the following guarantee for executive-level placements that report directly to elected officials: Should the selected candidate's employment be concluded within the first two years (twenty four months) after placement, we will conduct the search again at no cost (with the exception of expenses) to the City of Peoria. We are confident in our ability to recruit outstanding candidates and do not expect the City of Peoria to find it necessary to exercise this provision of our proposal.

BOB MURRAY & ASSOCIATES
CLIENT LIST SINCE 2008

CITY MANAGER

Apple Valley, CA (Town Manager)
Arcata, CA
Arlington, TX (Deputy)
Arvada, CO
Barstow, CA
Calistoga, CA
Chowchilla, CA (City
Administrator)
Concord, CA
Coronado, CA
Dixon, CA
Dublin, CA
Escalon, CA
Kirkland, WA
Laguna Beach, CA
Loomis, CA (Town Manager)
Manteca, CA
Martinez, CA
Menifee, CA
Merced, CA
Millbrae, CA
Montebello, CA (City
Administrator)
Monterey Park, CA
Mountain View, CA
Oak Creek, WI (City
Administrator)
Palo Alto, CA
Pasadena, CA
Patterson, CA
Phoenix, AZ
Pittsburg, CA
Rancho Santa Margarita, CA
Roseville, CA
Salinas, CA
San Carlos, CA
San Pablo, CA
San Rafael, CA
Santa Ana, CA
Santa Paula, CA
Santa Rosa, CA
South Lake Tahoe, CA
South Pasadena, CA
St. Helena, CA
Temple City, CA
Turlock, CA
Vallejo, CA

Walnut Creek, CA

**ASSISTANT/DEPUTY CITY
MANAGER**

Barstow, CA
Dublin, CA

COUNTY ADMINISTRATOR

Butte County, CA
Clark County, NV (Assistant)
San Benito County, CA

ADMINISTRATIVE SERVICES

DIRECTOR

Central Contra Costa Sanitary
District, CA (Director of
Administration)
San Carlos, CA

AVIATION/AIRPORT

Bob Hope Airport, CA (Executive
Director and Airport
Engineer/Program Manager)
Clark County, NV-McCarran
International Airport (Airport
Automated Transit System
Manager and Assistant Director of
Aviation Finance)

CITY CLERK

Dublin, CA
Menlo Park, CA
Monterey County, CA (Clerk to the
Board)
Sunnyvale, CA

COMMUNITY DEVELOPMENT

DIRECTOR

Chino Hills, CA
Concord, CA
Cotati, CA
Fremont, CA
Fullerton, CA
Marin County, CA
Morgan Hill, CA
Oakland, CA
Oceanside, CA
Pleasanton, CA

San Antonio Housing Authority,
TX
Santa Monica, CA
Vacaville, CA

**ECONOMIC DEVELOPMENT/
REDEVELOPMENT**

Concord, CA
Daly City, CA
Morgan Hill, CA
Oakland, CA
Peoria, AZ
Port of Los Angeles, CA
Scottsdale, AZ

ENGINEERING

Barstow, CA
Bob Hope Airport, CA
Chino Hills, CA
Clark County, NV – McCarran
Airport
Corona, CA
Elk Grove, CA
Imperial Irrigation District, CA
Pismo Beach, CA
South Pasadena, CA

EXECUTIVE DIRECTOR

Association of Monterey Bay Area
Governments, CA
California School Boards
Association, CA
Hub Cities Consortium, CA
Oregon Cascades West Council of
Governments, OR
Sacramento Area Flood Control
Agency, CA (Deputy)
San Bernardino Associated
Governments (SANBAG), CA
San Francisco Estuary Institute, CA
Santa Clara Valley Water District,
CA (CEO)
Southern California Association of
Governments (Deputy)
West Contra Costa Integrated
Waste Management District, CA
West Contra Costa Transportation
Advisory Committee, CA
Yolo Emergency Communications
Agency, CA

FINANCIAL

Barstow, CA
Clark County, NV
Corona, CA
Los Altos, CA
McCarran International Airport-
Clark County, NV
Norfolk, VA (Assistant Director)
San Diego, CA
Thornton, CO
Wayne County, MI
West Wendover, NV

FIRE CHIEF

Chula Vista, CA
Folsom, CA
Lodi, CA
Milpitas, CA
Montebello, CA
Oceanside, CA
Poudre Fire Authority, CO
Sumter County, FL
Sunnyvale, CA (Public Safety
Director)
Walla Walla, WA

GENERAL MANAGER

Big Bear City Community Services
District, CA
Calaveras County Water District,
CA
Coachella Valley Mosquito Vector
Control District, CA
East Bay Dischargers Authority,
CA
Fallbrook Public Utilities District,
CA
Kennewick Irrigation District, WA
(District Manager)
Monterey Peninsula Regional Park
District, CA
Oro Loma Sanitary District, CA
Ross Valley Sanitary District, CA
Salinas Valley Solid Waste
Authority, CA
Santa Cruz Consolidated
Emergency Communications
Center, CA

Sewer Authority Mid-Coastside,
CA

HOUSING

Houston Housing Authority, TX
San Antonio Housing Authority,
TX
Vancouver Housing Authority, WA
(Executive Director & Deputy)

LEGAL COUNSEL

Broward County, FL
Cupertino, CA
Morgan Hill, CA
Palo Alto, CA
Sacramento Area Flood Control
Agency, CA
San Benito County, CA
San Bernardino Associated
Governments, CA
Santa Ana, CA
Walnut Creek, CA
Yolo County, CA (Assistant
County Counsel)

**PARKS/RECREATION/
COMMUNITY SERVICES**

Sacramento County, CA
San Carlos, CA

**PERSONNEL/HUMAN
RESOURCES**

Alameda County, CA
Apple Valley, CA
Barstow, CA (Assistant to the City
Manager/Human Resources)
Desert Water Agency, CA
Fremont, CA
Las Virgenes Municipal Water
District, CA
Moreno Valley, CA
Monterey Park, CA
Norfolk, VA (Assistant Director)
Oceanside, CA
San Antonio Housing Authority,
TX
Wayne County, MI

PLANNING

Centre City Development
Corporation, CA
Corona, CA
Chula Vista, CA
Elk Grove, CA
Healdsburg, CA
Los Banos, CA
Pacifica, CA
Santa Clara County, CA
Santa Cruz, CA
Stockton, CA

POLICE CHIEF/SAFETY

Bay Area Rapid Transit, CA
Burbank, CA
California State University at
Sacramento, CA
Concord, CA
Corona, CA
El Cerrito, CA
Folsom, CA
Fullerton, CA
Irvine, CA
Lake Oswego, OR
Livingston, CA
Lodi, CA
Los Banos, CA
Mammoth Lakes, CA (Interim)
Manhattan Beach, CA
Maywood, CA
Menlo Park, CA
Montebello, CA
Morgan Hill, CA
North Las Vegas, NV
Orange County, CA (Sheriff-
Coroner)
Palm Springs, CA
Palo Alto, CA
Pasadena, CA
Peoria, AZ
Pismo Beach, CA
Port of San Diego, CA
Redlands, CA
Roseville, CA
Salinas, CA
San Bernardino, CA
San Francisco, CA
San Jose State University, CA
Sausalito, CA

Signal Hill, CA
South Gate, CA
Sunnyvale, CA (Public Safety
Director)
Vacaville, CA
Virginia Commonwealth
University, VA
Walla Walla, WA
Whittier, CA (Interim)

POLICE COMMAND STAFF

Atascadero, CA
Bay Area Rapid Transit, CA
Menlo Park, CA
University of California, Merced,
CA

POLICE OVERSIGHT

Bay Area Rapid Transit, CA
(Independent Police Auditor)
San Jose, CA (Independent Police
Auditor)

PUBLIC WORKS

Elk Grove, CA
Monrovia, CA
Pismo Beach, CA
Poway, CA
Redlands, CA
Roseburg, OR
San Benito County, CA
San Carlos, CA
San Diego, CA (Public Utilities
Director)
South Pasadena, CA
Sumter County, FL
Tehama County, CA

PURCHASING

Central Contra Costa Sanitary
District, CA (Purchasing &
Materials Manager)
Tacoma, WA (Purchasing Manager)

TECHNOLOGY

Clark County, NV
Durham, NC
State Bar of California

TRANSPORTATION

Omnitrans, CA
Washington County, OR

OTHER

Benton County, OR (Health
Director)
Central Contra Costa Sanitary
District (Director of Collection
System Operations and Director of
Plant Operations)
Cordova Recreation & Park
District (District Administrator)
Imperial Irrigation District
(Assistant Manager of Construction
Operations and Maintenance)
Las Vegas Convention and Visitors
Authority, NV (Director of Facility
Projects)
Monterey Bay Unified Air
Pollution Control District, CA (Air
Pollution Control Officer)
Port of Los Angeles, CA
(Executive Director of Port
Technologies Development
Center)
San Jose, CA (Assistant Director of
Environmental Services)
State Bar of California, CA (Chief
Information Officer)
Thornton, CO (Public Information
Officer)
Washoe County, NV (Social
Services Director)