



CONTRACT AMENDMENT

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

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

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

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

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

	10-26-14	Gerald Greenwell, Chief Executive Officer	CPS HR Consulting
Signature	Date	Typed Name and Title	Company Name
241 Lathrop Way	Sacramento	CA	95815
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

ACON64911C
 Contract Number

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

Dan Zenko, Materials Manager

Official File



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 Two (2) Date 9/17/13

Buyer Lisa Houg

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 12/01/11 TO 11/30/14

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

	11/26/13	Gerald Greenwell, Chief Executive Officer	CPS HR Consulting
Signature	Date	Typed Name and Title	Company Name
241 Lathrop Way		Sacramento	CA 95815
Address		City	State Zip Code

Attested By

Rhonda Garminsky City Clerk

CC Number
ACON64911B
Contract Number

Director Julie Ayers, Human Resources Director

Department Rep Carol Johnson Employment Supervisor

Approved as to Form Stephen M Kemp City Attorney

The above referenced Contract Amendment is hereby Executed
Nov 6 2013 at Peoria Arizona

Dan Zenko Materials Manager

City Seal
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Official File

10-18-11-ALT

ACON64911B



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Lisa Houg

Solicitation No. P12-0009 Page 1 of 1

Description: Executive Recruitment Services

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

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

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

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

	11-14-12	Gerald Greenwell, Chief Executive Officer	CPS HR Consulting
Signature	Date	Typed Name and Title	Company Name
241 Lathrop Way	Sacramento	CA	95815
Address	City	State	Zip Code

Attested By:
City Clerk

Director: Julie Ayers, Human Resources Director

Department Rep: Lyman Lockett, HR Manager

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



City Seal
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CC Number
ACON64911A
Contract Number

Official File

The above referenced Contract Amendment is hereby Executed
November 29, 2012 at Peoria, Arizona

Dan Zenko, Materials Management Supervisor



City of Peoria, Arizona

Notice of Request for Proposal



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

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

Contact: **Lisa Houg**
 Phone: **(623) 773-7115**

Project No: **NA**

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

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

OFFER

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

For clarification of this offer contact:

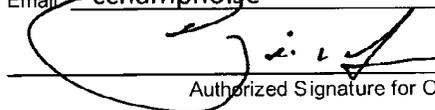
Telephone: 916-263-3600 Fax: 916-263-3614

Name: Connie Champnoise

Email: cchampnoise

CPS HR Consulting

Company Name



Authorized Signature for Offer

241 Lathrop Way

Address

Gilbert (Gib) Johnson

Printed Name

Sacramento, CA 95815

City

State

Zip Code

Managing Director

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:

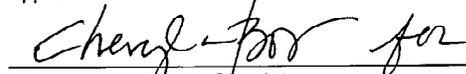


Wanda Nelson, City Clerk

City of Peoria, Arizona.

Effective Date: 12/1/2011

Approved as to form:



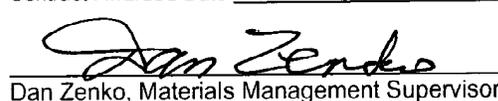
Stephen M. Kemp, City Attorney

CC: _____

Contract Number:

ACON 64911

Contract Awarded Date _____



Dan Zenko, Materials Management Supervisor





REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management

Procurement

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

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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

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

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

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

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

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

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



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

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

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



STANDARD TERMS AND CONDITIONS

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

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

Force majeure shall not include the following occurrences:



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

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

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

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



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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0009

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Executive Recruitment Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and six (6) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Plan and Method of Approach.
 - b. Firm's Experience/Projects.
 - c. Staff's Capabilities and Assignments.
 - d. Cost Considerations.
 - e. Conformance to Request for Proposals.



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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 the 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

Solicitation Number: P12-0009

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

V. PROPOSAL DUE DATE

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

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

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

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



SCOPE OF WORK

Solicitation Number: P12-0009

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

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

October 10, 2011

City of Peoria
Attn: Lisa Houg
Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

Dear Ms. Houg:

CPS HR Consulting (CPS HR) is pleased to submit this proposal to assist the **City of Peoria** (the City) with Executive Recruitment Services. We offer a broad spectrum of human resource services, while delivering personalized, results-oriented service, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Recruitments at the executive and managerial levels are critical decisions for the City, and we are prepared to make the process seamless, unbiased and defensible. We possess a number of important strengths to assist the City in accomplishing recruitments of this nature, including:

- **The successful completion of approximately 1,600 recruitments for more than 600 clients.** We have extensive experience in the recruitment of all types of local government, executive and professional staff, including council/board appointed executives, public safety, department directors, attorneys, and key professional and management positions. Although our client list covers a broad range, please note that each recruitment we conduct is uniquely designed to fit the needs of the individual client and is calculated to provide a strong, competitive pool of candidates.
- **In-depth understanding** of all state and local government operations, programs, and services. This understanding has been gained as consultants to local governments throughout the United States.

Thank you for the opportunity to be considered for this contract award. Should you have questions or comments about the information presented in this proposal, please contact Stuart Satow at 916-471-3134 or ssatow@cps.ca.gov at your convenience.

Sincerely,



Connie Champnoise
Director

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Introduction

CPS HR Consulting was initially established in 1935 as an arm of the California State Personnel Board. CPS HR became a self-supporting Joint Powers Authority public agency in 1985.

As a network of thought leaders in HR Systems, CPS HR Consulting delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. By establishing centers of excellence and communities of practice, we provide your organization with the latest knowledge and the expertise to put that knowledge into action. With offices in Sacramento, CA and Bethesda, MD (as well as partners throughout the country), our clients draw experience from a powerful national network.

CPS HR employs more than 80 full-time employees and approximately 200 consultants who provide professional services and technical assistance to clients across the country. Our client list includes federal, state, county and city governments, and other governmental agencies, such as special districts, colleges, universities, school districts and non-profit organizations.



The CPS HR Consulting Commitment to Quality

CPS HR knows that quality services, impeccable deliverables and the resultant client satisfaction are all factors that keep our clients coming back for more. While we welcome the opportunity to work with our current and potential clients on a specific project, our long term goal is to build strong and collaborative partnerships with all of our clients. In essence, we do not want to “walk away” at the end of an engagement, but instead, strive to foster and build ongoing relationships with the agencies we serve.

While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR does. All of our clients receive a client satisfaction survey at the end of each engagement to respond to questions on the quality of our staff, our deliverables and the overall consulting relationship. The answers to these questions are then compiled and analyzed to identify client satisfaction ratings which are used as a factor within the CPS HR performance management system. The ratings are weighted very highly in each CPS HR employee’s individual performance plan and annual performance rating to ensure CPS HR continues to deliver on the high level of client satisfaction our clients have a right to expect from us.

We believe the advantages of using our expertise include:

- Our commitment to, and expertise with, public agencies
- Our aggressive outreach to qualified individuals who may not be seeking new employment
- Our ability to customize our process to fit your needs
- Our extensive experience in recruiting executive level professionals for public agencies across the United States
- Our growing list of returning clients who seek our services for multiple engagements
- Our proven ability to recruit and place minority and female candidates
- The clients and candidates who repeatedly compliment us on our timely and frequent communication and feedback
- Our ability to facilitate discussions and garner consensus with groups, including councils and boards.

Why select CPS HR for this Important Effort

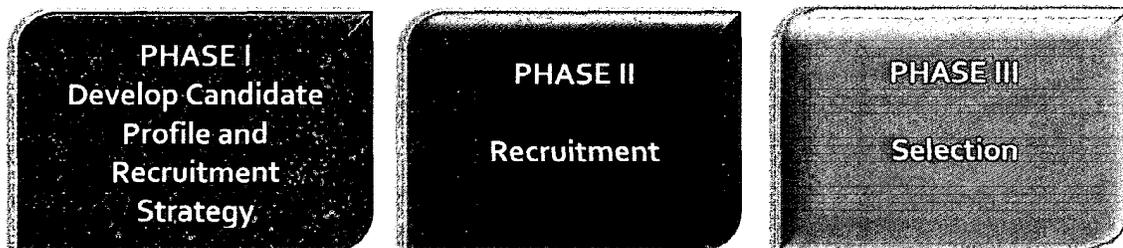
- We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics required.
- CPS HR has a database of candidates for many jobs and an extensive network of external resources to leverage for executive-level positions.
- We utilize our vast pool of public and nonprofit resources and contacts to deliver a strong pool of competitive candidates to the City who will be well prepared to assist the City in the accomplishment of its specific mission and goals
- CPS HR recognizes that the very best candidates for some types of positions are not typically looking for a job and, therefore, our recruitment team takes a very aggressive approach to identifying and recruiting such candidates
- We encourage applicant diversity and incorporate a variety of activities to attract the best available candidates
- We have conducted more than 1,600 successful public sector and non-profit recruitments serving more than 600 clients and can provide the City with excellent references
- The combination of CPS HR's seasoned recruitment management and highly qualified staff enable us to reliably deliver successful results on time and on budget
- We always provide a one-year guarantee for our executive recruitment services and, if the selected and appointed candidate terminates employment for any reason before the completion of the first year of service, we will provide professional services to appoint a replacement



Plan and Method of Approach

The City of Peoria serves a community of just over 150,000 in the desert southwest, just to the north of Phoenix. The City intends to create multiple source contracts for a variety of Human Resources recruitment needs. Potential recruitments span the range from various management positions, to Department Directors, Public Safety Chiefs, Attorneys, and other governmental officers. CPS HR Consulting has the breadth of expertise to recruit for qualified candidates in all of these types of classifications, and we are quite familiar with the City of Peoria, having conducted several recruitments for the City over the past few years.

Detailed Outline



The executive search process presented below and on the following pages is designed to provide the City with the full range of services required to ensure the ultimate selection of an Executive / Manager who is uniquely suited to the City's needs. Our process starts with Phase I, outlined below, where our consultant will meet with the City and any designated key stakeholders to ascertain the City's needs, community needs, and ideal candidate attributes to target our search efforts and maximize candidate fit with the City and community. From there, Phase II outlines the recruiting process, which is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contact to qualified individuals from our database. Finally, in Phase III, the selection process is also customized for the City. Our consultant will work with the City to determine the process best suited to the City of Peoria.

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

A critical first step in this engagement is a thorough review of the search process and schedule with the Hiring Authority, and any other key stakeholders, as directed by the City. This will ensure that the City's needs are met in the most complete manner possible.

Task 2 - Receive Input from Others

If desired by the City, the consultant is prepared to meet with the key stakeholders, community members, and any others, to obtain additional input in developing the ideal candidate profile and helping the consultant understand key issues and challenges that will face a new Executive /

Manager in the City of Peoria. The specific nature of the involvement process would be developed in consultation with the City. The results of the above activities will be summarized by the consultant and provided to the City as an additional source of information for developing the candidate profile and selection criteria.

The value of community engagement in the selection of certain officials can be multi-faceted as it provides *transparency* of the process, it affords the future Chief/Executive with an opportunity to launch key *relationships*; and it supplies the community with a *voice*. These are factors that will have a tremendous long-term impact for the City of Peoria.

Our executive recruiters have years of experience that permits them to structure community involvement in the most positive way possible. We have skillfully facilitated large community forums to discuss the ideal qualifications and experience, and we accurately communicate those points to the City and through messaging in advertising venues. In past processes, we have included political action committee members, local business leaders, and past incumbents, among others, in information gathering community forums, discussed issues in one-on-one interviews, and utilized them as assessors in assessment centers. We appraise the success of these measures by attending City Council meetings to listen to community feedback, reading blogs and newspaper articles, and speaking with the City Manager to understand community reaction. In some cases, we have created a dedicated e-mail address to collect community feedback which is then distilled in an executive summary to the City for discussion. We have also employed anonymous online surveys as a tool to gather straightforward feedback.

Task 3 - Development of Candidate Profile and Recruitment Strategy

This task will be accomplished during a workshop session of approximately two hours in length involving the Hiring Authority, key City staff, and the consultant; and will take into account the information gathered from speaking with any identified community members. It will result in the identification of the personal and professional attributes required of the new Executive / Manager, and include the following activities:

- The Hiring Manager will identify priorities for the new Executive / Manager.
- The consultant will assist the Hiring Manager in identifying the conditions and challenges likely to be encountered in achieving the priorities identified above.
- The Hiring Manager will describe the type of working relationship they wish to establish with the Executive / Manager.
- The consultant will assist the City in generating a list of specific competencies, experiences, and personal attributes needed by the new Executive / Manager in light of the analyses conducted above.
- The consultant will present several recruitment and selection strategies for the City's consideration. The City will choose the recruitment and selection process most likely to produce the intended results after a discussion of the outcome of the strategies presented.

Task 4 - Prepare Recruitment Brochure

Following the completion of the workshop session, text for an attractive recruitment brochure will be prepared (by a professional graphic artist) and presented to the City for review prior to printing (examples of current brochures are available for viewing on our website at www.cps.ca.gov/Search). In addition, advertisements will be prepared and placed for publication in appropriate magazines, journals, newsletters, job bulletins, and web sites to attract candidates on a nationwide or targeted basis, depending on the preference of the City.

CPS HR also works to reach a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. We are proud of our successful record of assisting our clients with placing over 170 minority and female candidates in executive positions over the past five years. Before placing ads, we have the final brochure developed and available on our website, so that interested potential candidates can access the brochure (a link to the brochure is listed in the advertising). Additionally, we prepare an e-mail distribution list that is sent to prospective candidates and referral sources. The e-mail will have a direct link to the brochure embodied in the e-mail message. We also send letters and brochures directly to prospective candidates and referral sources soliciting interest in the position.

Phase II - Recruitment

Task 1 - Identify and Contact Potential Candidates

This very crucial task will include a variety of activities designed to attract the best available candidates. In addition to the placement of advertisements in appropriate professional journals, the consultant will:

- Contact respected and experienced local government professionals to identify outstanding potential candidates on a referral basis. CPS HR maintains a comprehensive, up to date database of such professionals; however, we do not rely solely upon our current database. We also conduct specific research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience to garner a diverse and quality pool of candidates. These individuals, as well as potential candidates, are typically contacted very soon after they have received a recruitment brochure to maximize the impact of the multiple contacts.
- Select top quality candidates for consideration from past recruitments.
- Provide each potential candidate with a copy of the recruitment brochure transmitted with a personal letter.
- Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage them to submit a resume. Oftentimes this component necessitates multiple conversations with the same person to pique their interest and to answer their questions.

Task 2 – Resume Review and Personal Interviews

All resumes will be submitted directly to the consultant for initial screening. This screening process is specifically designed to assess the personal and professional attributes the City is seeking, as well as:

- A thorough review of each candidate's resume and other supporting materials and subsequent contact with the most qualified candidates to arrange personal interviews, working in conjunction with the City, throughout the process.
- Personal interviews with the candidates who appear to best meet the City's needs will typically include approximately 10-15 candidates, or another number as desired by the Council. The consultant will spend quality time ascertaining each candidate's long term career goals and reason(s) why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will also gather data on any other unique aspects specific to this recruitment based upon the candidate profile.
- The consultant will conduct internet research on each candidate interviewed, to include newspaper articles and blog checks.

CPS will conduct as many interviews in person that is reasonable within the timeframe and pricing matrix established with the client.

Task 3 – City Selects Finalists

At the conclusion of the previous tasks, the consultant will prepare a written report that summarizes the results of the recruitment process and recommends the top candidates for further consideration by the City. This report will include the candidate resumes and a profile on each interviewee's background. Additionally this report will contain resumes of all applicants for the City to review. The consultant will meet with the City to review this report.

Phase III - Selection

Task 1 - Design Selection Process

Based on the results of the meeting conducted in Phase I, the consultant will design a selection process to be utilized by the City in assessing the most qualified final candidates. This process will typically include an in-depth interview with each candidate, but may also include other selection tools such as oral presentation, preparation of written materials, and problem-solving exercises. The consultant will meet with the City to review this process and discuss whether additional stakeholders will be included in an assessment process (e.g. members of the city's executive staff and community members).

Task 2 - Administer Selection Process

The consultant will coordinate all aspects of the selection process for the City. This includes contacting both the successful and unsuccessful candidates, preparing appropriate materials such as interview questions and evaluation manuals, facilitating the interviews, and assisting the City with deliberation of the results of the selection tool(s).

Task 3 – Arrange Follow-up Interviews and Final Assessment Process (In-Depth Reference and Background Records Checks)

Following the completion of the selection process, the consultant will be available to schedule and coordinate applicable follow-up interviews with the City and complete reference checks on the top candidates(s). The in-depth reference checks are a comprehensive 360 evaluation process whereby we speak with current and previous supervisors, peers, and subordinates. The candidates are requested to provide a minimum of ten reference sources. CPS HR is able to ascertain significant, detailed information from reference sources due to our assurance and commitment to them that their comments remain confidential which leads to a willingness to have an open and candid discussion with the consultant. A written summary of the reference checks is provided to the City. We will also arrange for a background records check of an applicant's driving record, court and credit history, education verification, newspaper article research, and other sensitive items.

For certain positions, in addition to the selection process resulting from this engagement (such as structured oral interviews and/or an assessment center), the City may wish to consider the use of a personality inventory to provide further information on the top candidates. These personality inventories generate management style reports for the top candidates within minutes of administration and can be provided directly to the City as an additional tool for use in identifying the appropriate individual for the position. In specific, CPS HR has a unique relationship with Hogan Assessment Services to provide its products to the government sector. As an international authority in personality assessment, Hogan has over 30 years of experience helping agencies evaluate leadership potential and predict job performance. Hogan's Leadership Forecast Potential Report, for example, outlines an individual's day-to-day leadership style, including behavioral descriptions and leadership competencies in terms of seven dimensions of normal personality that address a different component of leadership performance. These *optional reports* are priced at \$150 per candidate and would be billed in addition to the costs outlined in this proposal.

Value-Added Customer Service

Throughout the executive search process, we are committed to keeping the City fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.). In addition, during each phase in the process, we are either sending personal letters or initiating phone calls to candidates advising them of their status. We place a high level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. We have developed many long term relationships with clients that have resulted in the opportunity to assist them with multiple recruitments.

In addition, our follow-up extends once you have selected the next Executive / Manager of Peoria. We will contact both the City and the newly appointed executive within six months of appointment to ascertain if an effective transition has occurred.

Timeframe for Completion

CPS HR is prepared to begin work upon receipt of a fully executed contractual agreement. We can complete all outreach and screening activities, as described in the preceding pages, in approximately 14 - 16 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule the initial meeting with the City. A proposed schedule is presented below.

Step	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/Printed – Place Ads				➤												
Aggressive Recruiting							➤									
Final Filing Date								➤								
Preliminary Screening										➤						
Present Leading Candidates to City / City Selects Finalists											➤					
City Interviews														➤		
Background / Reference Checks															➤	
Appointment																➤
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16



Relevant Work Experience

The list below shows the Executive and Managerial recruitments we have completed over the last three years. You are more than welcome to contact any of the clients listed below.

CLIENT	POSITION	CONTACT
Chandler, AZ, City of	City Manager (2011)	Jay Tibshraeny, Mayor 480 782-2200 jay.tibshraeny@chandleraz.gov or Debra Stapleton Human Resources Director 480 782-2350 Debra.stapleton@chandleraz.gov
Gilbert, AZ, Town of	Town Manager (2011)	Mark Boynton, Employment Coordinator 480 503-6823 or John Lewis, Mayor 480 503-6860 John.Lewis@gilbertaz.gov
Sacramento, City of	City Manager (2011)	Geri Hamby Human Resources Director (916) 808-7173 ghamby@cityofsacramento.org or John Shirey City Manager (916) 808-7213 jshirey@cityofsacramento.org
Sebastopol, CA, City of	City Manager (2009)	Sarah Glade Gurney, Mayor 707 823-1153 sarahcouncil@yahoo.com
Pinal County, AZ	County Manager (2010)	Pete Rios, Board Chair 520 866-7830 Pete.rios@pinalcountyyaz.gov
California High-Speed Rail Authority	Chief Executive Officer (2010)	Curt Pringle, Authority Board Chair 714 939-9070 curt@curtpringle.com or Carrie Pourvahidi, Deputy Executive Director 916 324-1541 cpourvahidi@hsr.ca.gov
Napa-Vallejo Solid Waste Management Authority	Executive Director (2010)	Mark Luce, Board Chair 707 253-4386 Mark.luce@countyofnapa.org

CLIENT	POSITION	CONTACT
Florin Resource Conservation District	General Manager (2011)	Barrie Lightfoot, Board Chair 916 685-3556 barrielightfoot@comcast.net or Stefani Phillips, Human Resources Manager 916 685-3556 Stefani@egwd.org
Keyes Community Services District	General Manager (2011)	Dan Schroeder, District Counsel 209 948-8200 dschroeder@neumiller.com
Sacramento Area Flood Control Agency	Deputy Executive Director (2010)	Julie Lienert, Director of Administration 916 874-7606 lienertj@saccounty.net
Napa, CA, City of	City Clerk (2009)	Nancy Weiss, Assistant City Manager 707 257-9616 nweiss@cityofnapa.org or Cyndi Kasten, Human Resources Director 707 257-9505 ckasten@cityofnapa.org
East Bay Regional Parks District	Assistant General Manager (2011)	Susan Gonzales, Human Resources Manager 510 544-2151 sgonzales@ebparks.org
Brentwood, City of	Economic Development/Planning Manager (2010)	Karen Chew, Assistant City Manager 925 516-5440 kchew@ci.brentwood.ca.us or Casey McCann, Community Development Director 925 516-5195 cmccann@ci.brentwood.ca.us
Napa, CA, City of	Community Development Director (2009)	Dana Smith, Assistant City Manager 707 257-9501 Dana.smith@cityofnapa.org or Cyndi Kasten, Human Resources Director 707 257-9505 ckasten@cityofnapa.org
CalPERS	Chief Actuary (2010) Director of External Affairs (2009)	Laurie Menchaca CalPERS, Room 3260 Lincoln Plaza No., 400 Q St. Sacramento, CA 95811 916 795-1431 Laurie_menchaca@calpers.ca.gov

CLIENT	POSITION	CONTACT
First 5 LA	Director of Finance (2009)	Maggie Martinez, Director of Human Resources 213 482-7529 mmartinez@first5la.org
Florin Resource Conservation District (Elk Grove Water)	Finance Manager (2011)	Mark Madison, General Manager 916 685-3556 mmadison@egwd.org or Stefani Phillips, Human Resources Admin. 916 685-3556 stefani@egwd.org
Fresno, CA, City of	Controller/Finance Director (2009)	Terry Bond, Human Resources Director 559 621-6964 Terry.bond@fresno.gov
Merced Irrigation District, CA	Controller (2010)	Bob Blum, Administrative Services Director 209 722-5761 bblum@mercedid.org
Napa Sanitation District	Director of Administrative Services (2009)	Jeff Tucker, Director of Administrative Services 707 258-6000 x512 jtucker@napasan.com
Reno, NV, City of	Finance Director (2009) Assistant City Manager, Financial Services (2010) Fire Chief (2010)	Renee Rungis, Human Resources Director 775 785-5854 rungisr@reno.gov
San Jose, CA, City of	Finance Division Manager, Accounting (2011)	Scott Johnson, Finance Director 408 535-7000 Scottp.johnson@sanjoseca.gov or Julia Cooper, Assistant Finance Director 408 535-7011 Julia.cooper@sanjoseca.gov
Aptos/La Selva Fire District	Fire Chief (2010)	Mike Weatherford, Director 831-334-1379 mkwhome@sbcglobal.net
El Dorado Hills Fire Department	Fire Chief (2011)	Greg Durante, President 916-717-8095 Greg.durante@motorola.com
Golder Ranch Fire District	Fire Chief (2010)	Sharron Lovemore, Human Resources Manager 520-825-5982 slovemore@golderranchfire.org
Templeton Community Services District	Fire Chief (2010)	Jeff Hodge, General Manager 805-434-4900 jhodge@templetoncsd.org
Housing Authority of the County of Santa Clara	Director of Administrative Services (2010)	Alex Sanchez, Executive Director 408 993-2902 alexs@hacsc.org

CLIENT	POSITION	CONTACT
Modesto, CA, City of	Human Resources Director (2009)	Greg Nyhoff, City Manager 209 577-5404 gnyhoff@modestogov.com or Dee Williams-Ridley, Deputy City Manager 209 577-5400
Oakland, Port of	Director of Administration (2011)	Michael Mitchell, Human Resources Supervisor 510 627-1516 mmitchell@portoakland.com or Omar Benjamin, Executive Director 510 627-1100 obenjamin@portoakland.com
Sacramento, CA, City of	Chief Information Officer (2010)	Patti Bisharat, Assistant City Manager 916 808-5704 pbisharat@cityofsacramento.org or Geri Hamby, Human Resources Director 916 808-7173 ghamby@cityofsacramento.org
Berkeley, CA, City of	City Attorney (2009)	Christine Daniel, Deputy City Manager 510 981-7002 cdaniel@ci.berkeley.ca.us
Napa County, CA	Assistant County Counsel (2009)	Karla Jensen, Human Resources Analyst (707) 253-4489 kjensen2@co.napa.ca.us
Oakland, Port of	Labor Advisor (2011)	Michael Mitchell, Human Resources Supervisor 510 627-1516 mmitchell@portoakland.com or Omar Benjamin, Executive Director 510 627-1100 obenjamin@portoakland.com
SHRA (Sacramento Housing & Redevelopment Agency)	General Counsel (2009)	Jim Shields, Director of Administration 916 440-1308 jshields@shra.org
State Bar of California	Chief Trial Counsel (2010) General Counsel (2010)	Bob Hawley, Deputy Executive Director 415 538-2777 Robert.hawley@calbar.ca.gov
Berkeley, CA, City of	Police Chief (2009) City Attorney (2009)	Christine Daniel, Deputy City Manager 510 981-7002 cdaniel@ci.berkeley.ca.us

CLIENT	POSITION	CONTACT
Oakland, Port of	Director of External Affairs (2011) Director Administration (2011) Labor Advisor (2011)	Michael Mitchell, Human Resources Supervisor 510 627-1516 mmitchell@portoakland.com or Omar Benjamin, Executive Director 510 627-1100 obenjamin@portoakland.com
Fairfield, CA, City of	Assistant Public Works Director, Utilities (2010) Assistant Public Works Director/City Engineer (2010)	George Hicks, Public Works Director 707 428-7493 ghicks@fairfield.ca.gov or Steve Janice, Employee Relations Manager 707 428-7758 sjanice@fairfield.ca.gov
Las Vegas, City of	Parking Services Manager (2011)	Glenna Kouns, Senior Personnel Analyst 702 229-5927 gkouns@lasvegasnevada.gov or Scott Adams, Chief, Urban Redevelopment Officer 702 229-2474 sadams@lasvegasnevada.gov
Sacramento Municipal Utility District	Manager, Resource Planning & Pricing (2009)	Cheryl Griffin, Senior Human Resources Analyst 916 732-7084 Cgriff1@smud.org
Fairfield, City of	Assistant Director of Public Works – Utilities (2010)	George Hicks, Public Works Director 707 428-7493 ghicks@fairfield.ca.gov or Steve Janice, Employee Relations Manager 707 428-7758 sjanice@fairfield.ca.gov



Staff Capability and Assignments

CPS HR Consulting has a uniquely qualified team of professionals to assist the City of Peoria. Our team possesses extensive recruiting experience and a direct, in-depth understanding of local government. Each team member routinely serves as an engagement manager and personally handles every aspect of the executive search process. Stuart Satow will be the primary contact person for the City of Peoria, should we be awarded a contract for services. Resumes of all team members are presented below.

Stuart Satow

Profile

Since joining CPS HR Consulting in 2002, Stuart Satow has conducted over 150 successful recruitments covering all areas of public sector executive search including city, county, state, special district, and regional governments. Mr. Satow's experience conducting executive recruitments in the state of Arizona is extensive. Mr. Satow has conducted recruitments for the cities of Apache Junction, Chandler, Gilbert, Glendale, Paradise Valley, Peoria, Phoenix, Scottsdale, Surprise, and Tucson. He recently completed recruitments for City Managers for Chandler and Gilbert, and the County Manager search for Pinal County. Mr. Satow has conducted numerous recruitments for Department Head level positions in city/county government and special districts in the areas of Planning/Community Development, Finance, Human Resources, Parks and Recreation, Communications, and Public Works/Engineering.

Previously Mr. Satow was well known on television in the Sacramento region for more than 22 years. As a sportscaster for ABC affiliate KXTV Channel 10, Mr. Satow interviewed hundreds of management-level executives, university officials, and professional and amateur athletes.

Employment History

- Executive Recruiter, CPS HR Consulting
- Sports Director, KXTV-10, Sacramento, CA
- Sports Reporter / Weekend Sports Anchor, KXTV-10, Sacramento, CA
- Sports Reporter / Weekend Sports Anchor, KNTV Channel 11, San Jose, CA
- Sports Reporter / News/Sports Photographer, KTXL, Channel 40, Sacramento, CA

Professional Experience

- Conducting public sector recruitments for executive level positions (includes upper- and mid-management, department directors, and council/board appointed positions).
- Managing entire recruitment process: develop and submit responses to proposals, meet with clients to understand their recruitment needs and develop a project plan, develop marketing brochures for recruitments, place advertisements, and research and identify potential candidates. Proactively contact potential candidates; market the position to

them. Conduct screening interviews. Facilitate the entire interview process. Perform thorough reference checks and oversee extensive background checks on candidates. Negotiate employment agreements.

- Coordinating activities of the Sports Department for local television news station
- Reporting on local sports events/teams of interest including high school, college and professional sports (and others)
- Liaison to local and regional sports contacts (including local and bay area professional teams, universities/colleges, high school athletic directors/coaches, and other key sports contacts)
- Experienced writer and interviewer with excellent people skills and a positive track record in staff and project management.

Education

- Bachelor of Arts degree, Communication Studies (with honors), California State University, Sacramento

Pamela H. Derby

Profile

Pamela Derby is a Senior Personnel Management Consultant in the Executive Search Unit of CPS HR Consulting. Ms. Derby has over 19 years of management and administrative experience, including extensive analytical and research functions.

Employment History

- Senior Professional Management Consultant, CPS HR Consulting
- Professional Management Consultant, CPS Human Resource Services
- Administrative Technician, CPS Human Resource Services
- Aide to the Board of Supervisors, Yuba County, CA
- Special Cases Manager, Consumer Relations, The Money Store, CA
- Supervisor, Trailing Documents, The Money Store, CA
- Executive Assistant, Randlett Associates, CA

Professional Experience

- Project manager for local government, special district and non-profit executive recruitments. Responsible for all facets of process including proposal interviews, all client meetings, creating marketing and advertising materials, conducting candidate screening interviews and developing finalist candidate interview processes.
- Assisted executive recruiting team in the recruitment of local government and public agency executives.

- Managed staff responsible for addressing escalated customer complaints. Negotiated and mediated pre-litigation settlements with attorneys, state regulators, and other state agencies, involving home improvement loans. Served as department fraud coordinator.
- Provided administrative support to SVP, including drafting correspondence, report writing and special projects as assigned. Supervised department receptionist, responsible for interfacing with vendors and facilities management.
- Provided administrative and research support for private professional lobbying firm. Researched legislative bills, corresponded with professional association members regarding legislative proposals.

Education

- California State University, Chico, major course emphasis – Physical Education/ English

Vicki Quintero Brashear (Public Safety Recruitments)

Profile

Ms. Quintero Brashear specializes in the development and administration of public sector selection and leadership assessment programs. During her twelve years at CPS HR, Ms. Quintero Brashear has developed and administered written and performance tests and assessment centers for the full range of supervisory and management positions within public safety and continues to serve as the project manager for all of CPS HR's promotional and developmental assessment centers. She has also independently managed executive recruitment engagements for such positions as Police Chief, Fire Chief, Finance Director, Planning Director, and Community Services Director.

Employment History

- HR Strategist, Public Safety, CPS HR Consulting
- Senior Personnel Management Consultant, CPS HR Consulting

Professional Experience

- Responsible for planning and implementing business development activities in the public safety market. Acts as project manager and program director involving complex technical and administrative issues, develops client solutions by diagnosing problems and conducting needs analysis, client point of contact, and responsible for achieving project goals. Manages project budgets, staffs, and builds/leads project teams. Supervises, provide performance input, and coaches project team members.
- Project Manager for the development and administration of valid, legally-defensible assessment centers used for selection and promotion within public safety agencies and other public entities. Conducts job analyses, develops written examination test plans, and develops behaviorally-based exercises for said agencies. Facilitates meetings with subject matter expert (SME) panels to obtain department-/position-specific information for use in the development of assessment center exercises, written test plans, and job analysis data. Develops customized assessment exercises, candidate orientation materials, assessor

scoring criteria, training materials, and all other work associated with assessment centers. Conducts training sessions for assessors to learn behavioral scoring and conducts orientation sessions for candidates to provide them with information regarding their assessment process. Develops customized candidate feedback reports documenting candidate assessment performance. Develops project pricing and manages and oversees project budgets, including expenses and project costs. Responsible for obtaining new clients, maintaining client relationships, and acting as sole liaison and manager of all related contracts. Writes technical reports upon request for individual clients documenting and validating work performed.

Education

- M.A. candidate, California State University, Sacramento - Industrial/Organizational Psychology
- B.A. Marquette University, Milwaukee, International Relations

Professional Affiliations

- Society of Industrial Organizational Psychology (SIOP)
- Personnel Testing Council of Northern California (PTC/NC)
- 2002 – 2003 Secretary of Western Region Intergovernmental Personnel Assessment Council (WRIPAC)

David M. Morgan

Profile

David M. Morgan began his duties as City Manager of California's 10th largest city in December, 2001. In his role, Morgan was responsible for implementing the policies established by the Anaheim City Council, overseeing the City's \$1.4 million budget, and shepherding the City's five-year \$678 million Capital Improvement Budget. As City Manager, Morgan coordinated a full range of municipal services ranging from public utilities, public safety, transportation, growth management, and social activities designed to enhance the quality of life of Anaheim's citizens. Since his retirement from the City of Anaheim in July of 2009, Dave has been involved in teaching a class on Local Government Leadership for Chapman University's Masters in Public Administration program, and consulting with CPS HR.

Professional Experience

- Consultant, CPS HR Consulting 2009 – Present
 - Assist team members on Executive Recruitments and other government consulting projects; meet with clients; screen and interview candidates; develop project methodologies and direction.
- City Manager, City of Anaheim, December 2001 - 2009
 - Directly responsible for implementing the policies established by the Anaheim City Council, overseeing the City's \$1.4 billion budget, and monitoring the City's five-year \$500 million Capital Improvement Budget. Under direction of the City Council, coordinates a full range of municipal services ranging from

public safety, public utilities, transportation, growth management, and social activities designed to enhance the quality of life of Anaheim's citizens and visitors.

■ **Assistant City Manager, City of Anaheim, January 1993 - December 2001**

Direct reports included: Finance, Budget, Audit, Intergovernmental Relations, Information Services, Human Resources, Stadium, Convention Center, Library, and Parks, Recreation, & Community Services. In addition, the Assistant City Manager was responsible for major citywide projects and acted as the primary backup to the City Manager. Served as a key team member on the City's Resort and Stadium /Convention Center Renovation Projects.

■ **Human Resources Director, City of Anaheim, September 1988 - December 1992**

Employment, Affirmative Action, Benefits, Employee Information, Classification /Compensation, Employee Development, Organizational Development, and Employee Relations. Anaheim has 2,100 full-time and 2,500 part-time employees. In 1990, Anaheim was recognized by the International Personnel Management Association as one of three Agency Excellence Award Winners.

■ **Resource Development Manager, City of Anaheim, June 1985 - September 1988**

The Resource Development Manager, as a senior member of the City Manager's Office, held overall responsibility for the coordination of all organizational performance programs including: Strategic Planning, Organizational Development, and Productivity Efforts/Studies. Anaheim's efforts in these areas were acknowledged nationally in various publications.

Education

- Masters of Public Administration, 1979, California State University, Fullerton
- Bachelor of Arts - Political Science/Public Administration, 1973, California State University, Fullerton
- Leadership for the 21st Century Program, 1998, John F. Kennedy School of Government, Harvard University

Professional Associations

- International City Managers Association, 1985 – Present
- Adjunct Faculty Cal-State University, Long Beach, 1984 - 1990
- West Anaheim Medical Center Board Member, 1994 – 2001
- YMCA Anaheim Board Member, 1997 - Present
- California City Management Foundation, 1998 - 2002
- Anaheim Memorial Hospital Board Member, 2002 - 2008



Fee Schedule

Professional Fees

The base professional fee for Executive Recruitment Services as outlined is **\$16,500**. Our professional fee covers all the consultant services associated with **Phases I, II and III** of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the City in finalist selection, and facilitate candidate interviews with the City.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, long distance telephone, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and we will work proactively with the City to ensure that the dollars being spent for expenses are in keeping with the City's expectations. Travel expenses for candidates who are invited forward in the interview process are *not* included under our reimbursable range. The listed reimbursable expenses range includes background checks on up to two finalist candidates.

Estimated Range \$6,000 – \$7,500

Approximate recruitment costs include:

- Advertising (\$2,500)
- Brochure design/printing (\$1,500)
- Mailings (\$300-\$500)
- Consultant travel – (\$1,200)
- Background checks on 2 candidates (\$800)
- Other recruitment expenses (supplies, shipping, long distance phone calls - \$400)

Professional fees and reimbursable expenses would be billed and paid monthly.