



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: October 23, 2014

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/30/14. The contract is being extended and the new contract term is: **12/1/14 - 11/30/15**.

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

Chuck Anderson

10/23/14

Chuck Anderson, Senior Vice President

Waters & Company Executive Recruitment

Signature

Date

Typed Name and Title

Company Name

14285 Midway Road, Suite 340

Addison

TX

75001

Address

City

State

Zip Code

Attested By:

Rhonda Geriminsky
for Rhonda Geriminsky, City Clerk



City Seal
Copyright 2003
City of Peoria, Arizona

CC Number

ACON65011C

Contract Number

Julie Ayers

Director for Julie Ayers, Human Resources Director

Dawn Prince

Department Rep: Dawn Prince, Workforce Administrator

Approved as to Form:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

Nov. 20 2014 at Peoria, Arizona

Dan Zenko

Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer Lisa Houg

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

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

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

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

Chuck Anderson

10/21/13

Chuck Anderson, CEO
Typed Name and Title

The Waters Consulting Group
Inc
Company Name

Signature

Date

5050 Quorum Dr, Ste 625
Address

Dallas
City

TX
State

75254
Zip Code

Attested By

Rhonda Geriminsky

Rhonda Geriminsky City Clerk

Julie Ayers
Director, Julie Ayers Human Resources Director

Department-Rep Carol Johnson Employment Supervisor

CC Number

ACON65011B
Contract Number

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

The above referenced Contract Amendment is hereby Executed
October 28, 2013 at Peoria Arizona



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Dan Zenko
Dan Zenko Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Lisa Houg

Solicitation No. P12-0009 Page 1 of 1

Description: Executive Recruitment Services

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

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

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

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

Charles Anderson 10/31/12
Signature Date

Chuck Anderson, CEO
Typed Name and Title

The Waters Consulting Group, Inc.
Company Name

5050 Quorum Dr., Ste. 625
Address

Dallas
City

TX 75254
State Zip Code

Attested By:

Ronda Jereminsky
City Clerk

Julie Ayers
Director: Julie Ayers, Human Resources Director

Lyman Locket
Department/Rep: Lyman Locket, HR Manager

CC Number

ACON65011A
Contract Number

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

The above referenced Contract Amendment is hereby Executed

November 29, 2012 at Peoria, Arizona

Dan Zenke
Dan Zenke, Materials Management Supervisor



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Rev (08.21.12)CF

A CON 65011A



City of Peoria, Arizona

Notice of Request for Proposal



Request for Proposal No: **P12-0009**

Proposal Due Date: **October 10, 2011**

Materials and/or Services: **Executive Recruitment Services**

Proposal Time: **5:00 P.M. AZ Time**

Project No: **NA**

Contact: **Lisa Houg**

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

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

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

OFFER

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

For clarification of this offer contact:

Telephone: 972-481-1950 Fax: 972-481-1951

Name: Charles S. Anderson

Email: canderson@watersconsulting.com

The Waters Consulting Group Inc.
Company Name

Chuck Anderson
Authorized Signature for Offer

5050 Quorum Drive, Ste. 625
Address

Chuck Anderson
Printed Name

Dallas , TX 75254
City State Zip Code

CEO
Title

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

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

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

Attested by: Wanda Nelson
Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 12/1/2011

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

CC: _____

Contract Number:
ACON 65011

Contract Awarded Date December 1, 2011

Dan Zenko
Dan Zenko, Materials Management Supervisor



Official File: _____



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

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

1. PREPARATION OF PROPOSAL:

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

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

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

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

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

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

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

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

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

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

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

12. AWARD OF CONTRACT:

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



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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



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

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

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



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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 subcontracting 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

Materials Management Procurement

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I. PURPOSE

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

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

II. SCOPE OF SERVICES

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



SCOPE OF WORK

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III. LIST OF CLASSIFICATIONS

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

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

IV. SUBMITTAL REQUIREMENTS

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

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



SCOPE OF WORK

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

V. PROPOSAL DUE DATE

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

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

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

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



SCOPE OF WORK

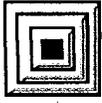
Solicitation Number: **P12-0009**

Materials Management Procurement

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

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

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



WATERS-OLDANI EXECUTIVE RECRUITMENT

A Division of The Waters Consulting Group, Inc.

October 10, 2011

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

Re: Proposal – RFP: P12-0009 - Executive Recruitment for High Level Executive Positions

Dear Ms. Houg:

I appreciate the opportunity to submit our proposal for executive recruitment services for your high-level executive positions. We are confident that you will be completely satisfied with our comprehensive process and the outcome.

WCG is positioned as one of the largest privately-held executive recruitment firms in the nation with a focus on the public sector. Over the past few years, WCG has recruited and placed more than 200 executive level positions within the public sector. This kind of experience will prove to be valuable for your executive recruitment.

Our team of recruitment consultants (see bios starting on page 15 of the proposal) has provided executive recruitment services nationwide for over 30 years, principally to public organizations. We have established a reputation for a relentless commitment to high quality with our process and our candidates.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following important ways:

- Our **Triple Guarantee™** (see page 4);
- Finalists identified within 80 days from initiation of recruitment activities;
- Meticulous development of the candidate profile prior to advertising/marketing (see page 5);
- Rigorous review of candidates' references and background (see page 6);
- Our highly-accessed web site (www.watersconsulting.com) by prospective candidates;
- Our superior nationwide relationships with high-quality candidates for marketing new positions;
- Within 60 days of the reporting date of the selected candidate, our firm will conduct a Team-Building Workshop for your new employee and his/her team. This will be conducted for no additional professional fee, just project-related expenses; and
- Within twelve (12) months following your appointment of the successful candidate, we will administer our 360° Performance Assessment for no additional professional fee, just project-related expenses (see page 4).

The proposal document will provide you the details about our approach, expertise, client references, and pricing for this executive recruitment. Also, if you have any questions, please contact me directly at 817.965.3911 or by email at canderson@watersconsulting.com.

We would consider it a professional privilege to provide these services to the City of Peoria.

Sincerely,

Charles (Chuck) S. Anderson
CEO of Executive Recruitment
A Division of The Waters Consulting Group, Inc.

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A. PLAN AND METHOD OF APPROACH TO ACCOMPLISH SCOPE OF WORK

Our understanding of and experience in the public sector coupled with our commitment in developing partnering relationships with our clients are key factors in our long-term success.

PROJECT OVERVIEW

The City of Peoria, Arizona, is considering the use of a consulting firm to assist with the executive recruitment for its next high-level executive positions and has requested a proposal describing a work plan and project approach from The Waters Consulting Group, Inc. (WCG). Accordingly, we provide the following information for your consideration.

PROFESSIONAL EXPERTISE MAKES THE DIFFERENCE

Throughout the assignment, the WCG team will serve as technical advisors to your organization to ensure that the recruitment process is conducted in a professional manner. The objective of WCG is to generate high-quality candidates and assist you with the screening and evaluation of these candidates. Due to our extensive professional relationships with hundreds of public sector organizations and prospective candidates nationwide, WCG is positioned to confidently promote your position to prospective candidates as a positive career opportunity.

Since our firm's beginning, we have emerged as a leader in executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering only outstanding services and leading-edge products. In addition, WCG is positioned as one of the largest privately-held executive recruitment firms in the nation with a focus on the public sector. This kind of strength will prove to be valuable for your executive recruitment.

With any consulting assignment, but particularly with an executive recruitment project, reliable and timely communication is fundamental to project success. At key points during the assignment, WCG consultants will communicate by phone, e-mail, or in person, with appropriate leaders from your organization to discuss the progress of the recruitment and to review subsequent steps in the recruitment process. These regular status reports are important to ensure success with the recruitment assignment.

We pride ourselves in the fact that we bring a high level of personal commitment to everything that we do. We get to know our clients – their concerns for success, their strategic goals and their organizational culture. But our intense professional commitment does not stop with our clients. We have candidates who were not selected for positions call to extend compliments and thanks for how they were treated during our recruitments. Many have stated that we provided the best recruitment experience in which they have ever participated.

Client satisfaction is important to all organizations, but to our firm, it is our chief focus. In our business, referrals and recommendations are the keys to success.

ROLE OF YOUR ORGANIZATION'S STAFF

We have a seasoned staff of professionals to deliver quality services with minimal effort required from you. However, to assist with the project, we ask that your organization designate a Project Manager to serve as WCG's primary contact for the recruitment assignment. Your Project Manager will facilitate such functions as coordinating meeting dates, times, and locations and the review of the draft recruitment brochure and related advertising copy.

TRIPLE GUARANTEE

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of Finalists, WCG will work to identify a supplemental group until you find a candidate to hire; (2) Your executive recruitment is guaranteed for 24 months against termination for cause. Within the first year, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. During the second year, the replacement recruitment is reduced to 50% of the professional fee plus project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. (3) WCG will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

TEAM-BUILDING WORKSHOP

Within 60 days after your new high-level executive positions reports to work, WCG will develop a customized workshop based on the individual behavioral styles of the management team to strengthen the new leader and his/her team's performance. Your new employee and each member of his/her management team will be asked to complete a questionnaire, utilizing a secure Website. Following a review of the responses to the questionnaire, one of our professional consultants will facilitate a three-hour workshop with the objective of assisting the team members to become a high-performance team. If you elect to use this service, there will be no professional fee charged to you, only project-related expenses.

360° PERFORMANCE REVIEW

Additional services include a performance appraisal and review of the new high-level executive positions after 12 months, with no professional fee charged to you. If you elect to use this service, the only cost you would incur would be the reimbursement for any project-related expenses.

TASK I
RECRUITMENT BROCHURE DEVELOPMENT AND ADVERTISING

The important first step in the recruitment process involves the development of a comprehensive recruitment brochure with a profile of the ideal candidate, including the required qualifications, professional experience, personal characteristics, and other factors related to success in the position of various Executive Level positions. The recruitment brochure will also have a profile of your community and organization. To prepare the recruitment brochure, the Lead Consultant will come on site to meet with your leadership team to discuss the required background and experiences for the new Executive. We will also request organizational charts, budgetary information, operational reports, and other documentation describing the community, organization, current issues, and responsibilities of the position.

The draft recruitment brochure will be presented to you for review and final approval/edits prior to its publication and distribution to prospective candidates.

In order to conduct an open recruitment and to encourage applications from a diverse pool of candidates, WCG will work with you to develop an advertising and marketing strategy to notify potential candidates about the vacancy. WCG will provide you with the advertisements and an advertising schedule to place the ads in appropriate professional publications, websites and local print media as approved by you. Draft ads will be submitted to your organization for approval prior to publication. WCG has a highly-accessed website, www.watersconsulting.com, and targeted e-mail (search@watersconsulting.com). We will use all available resources to communicate directly with prospective candidates. The aggressive advertising and marketing campaign for top talent will include national, state, regional, and local elements as determined during our initial meetings with your organization. Our presence at appropriate public sector conferences will be used to further promote the position.

An effective advertising strategy will help to ensure that we conduct an open recruitment with appeal to a diverse array of candidates. WCG will take all necessary steps to protect against discrimination in the screening and selection process.

TASK II
EXECUTION OF RECRUITMENT STRATEGY
AND IDENTIFICATION OF QUALITY CANDIDATES

Using the information developed in Task I, WCG will identify individuals who would be outstanding candidates for the various Executive Level positions. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on our professional contacts and relationships. We have also established networks with minority and female leaders throughout the nation and are proud of our record of placement of minority and female candidates. WCG has adopted a corporate policy of equal employment opportunity and will not participate in any recruitment effort where these principles are not followed. In addition, we are charter members of the National Forum for Black

Public Administrators (NFBPA) and its Business Advisory Committee and the Hispanic Network.

We believe that one of the strengths of the WCG recruitment process is our attention to the candidates during the process. Each candidate submitting a résumé is sent a timely acknowledgement by WCG, giving an approximate schedule for the recruitment. Further communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments, which is also provides a positive reflection on your organization

TASK III
SCREENING OF APPLICANTS AND RECOMMENDATION OF FINALISTS

Our recruiting efforts in Task II identify a significant number of applicants, depending upon the position and the availability of candidates with the requisite experience and skills in the marketplace. Task III is where our Lead Consultant screens the candidates against the criteria within the candidate profile and develops a list of Finalists for recommendation to the client.

As the Lead Consultant screens the applications; the most promising applicants will receive a candidate questionnaire to complete that will provide additional information about the candidates' background and experience. After reviewing the responses to the questionnaire, the Lead Consultant will send selected resumes and questionnaire responses directly to whomever you select on your staff to assist with the screening process. In the consultation with your staff representative, the Lead Consultant will narrow the list to a group of Semifinalists and Finalists for your review and decision. Typically, four to six Finalists are selected for the on-site interviews. Throughout the process you will have access to our Master Applicant List (MAL) for this position, which will provide pertinent data about each applicant.

TASK IV
**CONDUCTING BACKGROUND CHECKS, REFERENCE CHECKS
AND ACADEMIC VERIFICATIONS**

Once you approve the group of Finalists for on-site interviews, WCG will begin the process to conduct reference checks, background checks and academic verifications. Contact is then made with selected references and sometimes with others who may know of additional accomplishments and work experiences of the candidates. The purpose of the reference interviews is to allow WCG to complete our understanding of the work experience, professional performance and personal characteristics of the Finalists.

For the background checks, WCG will develop information about the candidates in the following areas:

- Consumer Credit
- County Criminal
- County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

To ensure that our quality standards are maintained, we do require a minimum of ten business days between the time that you select the Finalists for on-site interviews and when we send you candidate documentation for your final interview process.

TASK V
FINAL INTERVIEW PROCESS

Upon completion of Task IV, we will work with you to develop the final interview process. We will also send you documentation on each of the finalists, which will provide the highlights of their professional experience and leadership/management profile, and a summary of the results of the reference checks, background checks and academic verifications. In addition, the report will include guidelines for interviewing the candidates, suggested interview questions, and a rating process for your interview panel(s). Our Lead Consultant will participate in final interviews as either an observer or active panel member at your request and will be available to answer questions and assist you in the final evaluation and selection of the successful candidate. In addition, if you request the service, our Lead Consultant will assist you with the development of a compensation package and related employment considerations, and assist with the negotiations.

EXECUTIVE RECRUITMENT PROJECT TIMELINE

Below is an estimated Timeline for the executive recruitment process. You will be asked by the Lead Consultant during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you. **However, we commit to you to deliver a group of Finalists for your consideration within 80 days from the date that we commence recruitment activities.**

| PEORIA, ARIZONA EXECUTIVE RECRUITMENT VARIOUS EXECUTIVE LEVEL POSITIONS PRELIMINARY TIMELINE | |
|---|-----------------------------|
| <p>The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of October 10, 2011. Actual target dates will be developed in consultation with and approved by the City of Peoria.</p> | |
| Activity | Target Date |
| <ul style="list-style-type: none"> The Waters Consulting Group (WCG) Completes On-Site Interviews to Develop Candidate Profile and Recruitment Brochure; City of Peoria (City) Approves Ad Placement Schedule and Timeline. | October 17, 2011 |
| <ul style="list-style-type: none"> WCG Sends Draft Recruitment Brochure to City. | October 24, 2011 |
| <ul style="list-style-type: none"> City Returns Draft Recruitment Brochure (with edits) to WCG. | October 31, 2011 |
| <ul style="list-style-type: none"> WCG Commences Executive Recruitment Advertising and Marketing. | November 4, 2011 |
| <ul style="list-style-type: none"> WCG Commences First Formal Review of Applications and Sends Most Promising Applicants a Candidate Questionnaire to Provide Additional Information about Background and Experience. | December 5, 2011 |
| <ul style="list-style-type: none"> WCG Completes First Formal Review of Applications and Sends Selected Resumes and Questionnaire Responses to the City for Review. | December 12, 2011 |
| <ul style="list-style-type: none"> WCG Meets with City and Recommends Semi-Finalists; City Selects Finalists for On-Site Interviews. | December 16, 2011 |
| <ul style="list-style-type: none"> WCG Completes Reference Checks/Background Checks/Academic Verification for Finalists. | December 30, 2011 |
| <ul style="list-style-type: none"> WCG Sends Documentation for Finalists to City. | January 3, 2012 |
| <ul style="list-style-type: none"> City Conducts On-Site Interviews with Finalists. | Week of January 10, 2012 |
| <ul style="list-style-type: none"> City Extends Employment Offer to Finalist. | Week of January 10, 2012 |

B. FIRMS EXPERIENCE/PROJECTS

| Project Date | Organization | Recruitment for |
|--------------|---|--|
| 2008 | Shelby County, (TN) | Administrator Of Assessment and Planning |
| 2008 | San Francisco International Airport | Airport Department Manager |
| 2011 | City of Ashland, OR | Assistant City Administrator |
| 2008 | North Richland Hills, City of (TX) | Assistant City Manager |
| 2009 | Fort Worth, City of (TX) | Assistant City Manager |
| 2009 | New Braunfels, City of (TX) | Assistant City Manager |
| 2009 | Richardson, City of (TX) | Assistant City Manager |
| 2008 | Virginia Beach, City of (VA) | Assistant City Manager / CFO |
| 2008 | Dallas, City of (TX) | Assistant Director of 911 |
| 2008 | Arlington, City of (TX) | Assistant Director of Financial Operations |
| 2009 | Lubbock, City of (TX) | Assistant Director of Water Utilities |
| 2011 | Northeast Ohio Areawide Coordinating Agency (NOACA), OH | Assistant Executive Director |
| 2009 | East Orange, NJ Water Department | Assistant Executive Director |
| 2008 | Greenwich, City of (CT) | Assistant Fire Chief |
| 2008 | Bellevue, City of (WA) | Assistant to City Manager |
| 2011 | Cleveland State University | Assistant Vice President - Controller |
| 2008 | Broomfield, City of (CO) | Budget Manager |
| 2008 | North Texas Tollway Authority (NTTA) | Business Opportunity Program Director |
| 2008 | Grand Prairie, City of (TX) | Career Navigator for I lead |
| 2009 | Cedar Hill, City of (TX) | Career Navigator Assessment and Professional Development |
| 2009 | North Texas Commission | CEO/ President |
| 2009 | Port of Oakland (CA) | CFO |
| 2011 | City of Evanston | CFO |
| 2009 | Broward County, FL | CFO/ Director of Fin & Admin Services |
| 2009 | Tarrant Appraisal District | Chief Appraiser |
| 2008 | Sacramento Regional Transit | Chief Engineer |
| 2008 | Denton, City of (TX) | Chief Financial Officer |
| 2009 | Portland Development Commission | Chief Financial Officer |
| 2008 | Broward County, FL | Chief Information Officer |
| 2011 | City of Arlington, TX | Chief Information Officer |
| 2011 | Shelby County, TN | Chief Information Officer |
| 2008 | Belton, City of (TX) | Chief of Police |
| 2008 | Commerce City, City of (CO) | Chief of Police |
| 2008 | Kaufman, City of (TX) | Chief of Police |
| 2009 | Somerville, MA | Chief of Police |
| 2010 | Deer Park, City of (TX) | Chief of Police |
| 2011 | City of Denton, TX | Chief of Police |
| 2009 | Port of Long Beach (CA) | Chief Operating Officer |
| 2009 | Dallas, City of (TX) | CIO |

| | | |
|------|--------------------------------------|--|
| 2009 | Bee Cave, City of (TX) | City Administrator |
| 2011 | Ashland, City of (OR) | City Administrator |
| 2011 | City of Altus, OK | City Administrator |
| 2009 | Abilene, City of (TX) | City Attorney |
| 2009 | Denton, City of (TX) | City Attorney |
| 2009 | Lee's Summit, City of (MO) | City Attorney |
| 2009 | Missouri City, City of (TX) | City Attorney |
| 2009 | New Braunfels, City of (TX) | City Attorney |
| 2009 | San Marcos, City of (TX) | City Attorney |
| 2009 | TMRS | City Attorney |
| 2008 | Arlington, City of (TX) | City Manager |
| 2008 | Baytown, City of (TX) | City Manager |
| 2008 | Bend, City of (OR) | City Manager |
| 2008 | Pittsburg, City of (TX) | City Manager |
| 2008 | Sanger, TX | City Manager |
| 2009 | Soldotna, City of (AK) | City Manager |
| 2010 | City of Granbury, TX | City Manager |
| 2011 | City of Sachse, TX | City Manager |
| 2010 | City of Sanford, FL | City Manager |
| 2010 | City of Vestavia Hills, AL | City Manager |
| 2008 | Friendswood, City of | City Manger |
| 2008 | Hobbs, City of (NM) | City Manger |
| 2011 | Town of Addison, TX | Communications & Marketing Director |
| 2008 | Arlington, City of (TX) | Comp Study |
| 2008 | Collier, County of (FL) | County Attorney |
| 2009 | Fort Collins, City of (CO) | County Counselor |
| 2010 | Jefferson County, AL | County Manager |
| 2008 | North Texas Tollway Authority (NTTA) | Deputy Executive Director |
| 2008 | Bellevue, City of (WA) | Deputy City Manager |
| 2009 | Mercer Island, City of (WA) | Deputy City Manager |
| 2011 | City of Mesa, AZ | Deputy City Manager |
| 2011 | City of Virginia Beach, VA | Deputy City Manager |
| 2011 | Boston Fire Department | Deputy Commissioner of Planning & Organizational Development |
| 2008 | Kansas City, City of (MO) | Deputy Director of Aviation |
| 2009 | Broward County, FL | Deputy Director of Aviation |
| 2009 | Broward County, FL | Deputy Director of Human Services Department |
| 2008 | Avondale, City of (AZ) | Development Service Director |
| 2008 | Mecklenburg, County of (NC) | Director Youth and Family Services |
| 2008 | Lubbock Power and Light (TX) | Director |
| 2011 | Richardson, City of (TX) | Director Developmental Services |
| 2008 | Broward County, FL | Director of Aviation |
| 2008 | Mecklenburg County | Director of Business Development |

| | | |
|------|--|---|
| 2009 | Port of Los Angeles (CA) | Director of Business Development |
| 2010 | Dallas, City of (TX) | Director of Code Compliance |
| 2008 | Salina, City of (KS) | Director of Communication Development and Planning |
| 2008 | El Paso, City of (TX) | Director of Development Services |
| 2008 | Shelby County, (TN) | Director of Economic Development |
| 2008 | Denton, City of (TX) | Director of Electric Utilities |
| 2011 | City of Sugar Land, TX | Director of Fiscal Services |
| 2011 | Kansas City | Director of Housing & Community Development |
| 2008 | Cedar Hill, City of (TX) | Director of Human Resources |
| 2008 | Mecklenburg, County of (NC) | Director of Human Resources |
| 2008 | Tacoma, City of (WA) | Director of Human Resources |
| 2011 | Greenwich, CT | Director of Human Resources |
| 2011 | Arapahoe County, co | Director of Information Technology |
| 2008 | Tacoma, City of (WA) | Director of OMBA |
| 2008 | Baton Rouge, City of (LA) | Director of Parks and Recreation |
| 2008 | El Paso, City of (TX) | Director of Parks and Recreation |
| 2008 | Lynnwood, City of (WA) | Director of Parks and Recreation |
| 2009 | Broomfield, City of (CO) | Director of Planning |
| 2010 | Park & Recreation Commission of East Baton Rouge Parish | Director of Planning & Engineering |
| 2009 | Commerce City, City of (CO) | Director of Planning and Development |
| 2008 | Baytown, City of (TX) | Director of Planning and Development Services |
| 2009 | Fort Collins, City of (CO) | Director Of Planning Transportation and Development |
| 2009 | Savannah, City of (GA) | Director of Property Management |
| 2008 | Broward County, FL | Director of Public Works |
| 2008 | Colleyville, City of (TX) | Director of Public Works |
| 2009 | Dallas, City of (TX) | Director of Public Works |
| 2009 | Salina, City of (KS) | Director of Public Works |
| 2011 | Kansas City | Director of Public Works |
| 2010 | Pueblo, City of (CO) | Director of Public Works (partial) |
| 2011 | Arapahoe County | Director of the Office of Strategic Management |
| 2009 | Carrollton, City of (TX) | Director of Transportation Development |
| 2008 | Corpus Christi, City of (TX) | Director of Water (Partial Recruitment) |
| 2008 | Lubbock, City of (TX) | Director. Of Intern. Audit |
| 2011 | Arlington County, VA | Division Chief of Children and Family Services |
| 2008 | Colorado River Municipal District | Electronics Superintendent |
| 2008 | Southwest Communication 911 | Executive Director |
| 2010 | DeSoto Economic Development Corp. | Executive Director |
| 2011 | Boston Retirement Board, MA | Executive Director |
| 2010 | Ellis County, Kansas Coalition for Economic Development | Executive Director |
| 2011 | Montgomery County (TX) Emergency Communications District (9-1-1) | Executive Director |

| | | |
|------|--|---|
| 2008 | Alexandria, City (VA) | Executive Director of Convention Center |
| 2008 | Lynnwood, City of (WA) | Finance Director |
| 2008 | Wylie, City of (TX) | Finance Director |
| 2009 | Union County, NC | Finance Director |
| 2008 | Ashland, City of (OR) | Fire Chief |
| 2008 | Chandler, City of (AZ) | Fire Chief |
| 2008 | Tacoma, City of (WA) | Fire Chief |
| 2008 | Thornton, CO | Fire Chief |
| 2011 | City of Greenville, SC | Fire Chief |
| 2011 | Corpus Christi, City of (TX) | Fire Chief |
| 2011 | City of Boston | Fire Chief of the Department |
| 2009 | East Orange, City of (NJ) | Fire Director |
| 2010 | Los Alamos County, NM | Human Resources Manager |
| 2009 | Workforce Solutions for Tarrant County | Managing Director |
| 2008 | Chesapeake, City of (VA) | Phase II - Background Checks |
| 2008 | San Benito County (CA) | Planning & Building Director |
| 2008 | Lancaster, City of (TX) | Police Assessment Center |
| 2008 | Sugar Land, City of (TX) | Police Assessment Center |
| 2009 | Hobbs, City of (NM) | Police Chief |
| 2010 | Denton, City of (TX) | Police Chief |
| 2008 | City of North Richland Hills, TX | Police Chief |
| 2008 | College Station, City of (TX) | Police Chief Search |
| 2009 | Sugar Land, City of (TX) | Police Sergeant Asst. Ctr. |
| 2011 | Port of Cincinnati, OH | President/CEO |
| 2008 | Johnson, County of (KS) | Public Information Manager/Officer |
| 2010 | Greenville, City of (SC) | Public Transportation Director |
| 2009 | San Benito County (CA) | Public Works Director |
| 2010 | Norfolk, VA | Tax Assessor |
| 2009 | Highland Park, City of (TX) | Town Administrator |
| 2008 | Arlington, City of (TX) | Treasury Manager |
| 2008 | VIA | Vice President of Strategic Initiative |
| 2008 | Lubbock, City of (TX) | Water Program Manager |

PROFESSIONAL REFERENCES

- ❖ **Town of Addison, TX**
(972) 450-7010
Mr. Chris Terry
Assistant City Manager
cterry@addisontx.gov
Project: Selection of Director of Economic Development, Director of Communications and Marketing, and various executive positions
- ❖ **City of New Braunfels, TX**
(830) 221-4390
Ms. Julie O'Connell
Human Resources Director
joconnell@nbtexas.org
Project: Selection of City Manager and Multiple Department Directors
- ❖ **City of Marana, AZ**
(520) 382-1920
Ms. Suzanne Machain
Director of Human Resources
SMACHAIN@MARANA.COM
Project: Selection of Selection of Deputy Town Manager, Police Chief
- ❖ **Mecklenburg County, NC**
(704) 336-2472
Ms. Michelle Lancaster-Sandlin
Associate General Manager
Michelle.Lancaster@mecklenburgcountync.gov
Project: Selection of Director of Human Resources along with various executive level positions
- ❖ **Loudon County, VA**
(703) 777-0307
Mr. Jack Roberts,
County Attorney
attorney@loudoun.gov
Project: Selection of County Administrator
- ❖ **City of Mesa, AZ**
(480) 644-4598
Ms. Linda White
Human Resources Manager
Linda.White@mesaaz.gov
Project: Selection of Deputy City Manager and Police Chief
- ❖ **City of Bullhead, AZ**
(928) 763-0153
Ms. Kristy Brusso
Human Resources Director
kbrusso@bullheadcity.com
Project: Selection of City Manager
- ❖ **City of Maricopa, AZ**
Roger Kolman, Assistant City Manager
45145 W. Madison Avenue
Maricopa, AZ 85239
520/316.6841
roger.kolman@maricopa-az.gov
Project: Selection of City Manager

C. STAFF'S CAPABILITIES AND ASSIGNMENTS

AN OVERVIEW OF OUR CONSULTING TEAM

WCG places a high priority on meeting the needs of our clients. Therefore, at the outset of the recruitment process, we will tailor our approach to address the issues unique to your organization's working environment. For each recruitment project, we assign a Lead Consultant and a team of support professionals to carry out assignments in an effective and efficient manner. What follows are brief biographical descriptions of the members of our consulting team.

CHARLES (CHUCK) S. ANDERSON
Chief Executive Officer

Charles (Chuck) S. Anderson is the Chief Executive Officer for the Recruitment Division within the Waters Consulting Group (WCG). In this role he also is a senior consultant within the HR Consulting Division for projects related to organizational design and development, strategic planning, and leadership/management development.

Prior to joining the WCG, Chuck worked for local governments and public education, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART); and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

Professional Accomplishments and Education

Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.



CHUCK ROHRE – PROPOSED LEAD CONSULTANT

Senior Consultant

Chuck Rohre is a Senior Consultant for The Waters Consulting Group, Inc. (WCG). In this role, he is responsible for managing and conducting executive recruitment engagements for the firm to insure their integrity, timeliness and adherence to budget parameters. Chuck has more than 35 years of experience in managing and consulting in both the private and public sectors. He has served as Police Chief and Director of Public Safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus. Prior to beginning his consulting career, Mr. Rohre served for three years as Police Chief of Plano, Texas.

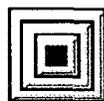
Chuck joined the firm in January 2006 following a 13-year engagement with another nationally recognized public sector search firm where he managed the Texas and Southwestern operations. He has an extensive and successful track record of completed recruitment across the nation, especially in the Midwestern and Southwestern states. Among others, he has led recruitment processes for City and Assistant City Managers, Police Chiefs, Fire Chiefs, Library Directors, Chief Information Officers, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Public Works Directors. The clients range from as small as 2,500 to as large as 700,000 in population. He has also conducted management-consulting assignments in a number of areas including public safety, career development and strategic planning. He has written and presented training in a variety of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees.

Areas of Expertise

- Executive Recruitment
- Background Investigations
- Assessment Centers
- Career Development
- Law Enforcement Management and Training

Professional Accomplishments and Education

Chuck received his Bachelor's degree in Career Development from the Dallas campus of Abilene Christian University and his Master's degree in Human Relations and Management from the same institution. He has completed advanced management training at the Institute for Law Enforcement Administration and now serves on its adjunct faculty and advisory board. Chuck completed the Federal Bureau of Investigation's prestigious LEEDS course at Quantico, Virginia. He is a veteran of the United States Army, serving in the United States and the Republic of Viet Nam.



WATERS-OLDANI
EXECUTIVE RECRUITMENT

A Division of The Waters Consulting Group, Inc.

ANDREA BATTLE SIMS

Senior Consultant

Andrea Battle Sims has been working in executive recruitment for over nine years, managing all phases of the recruitment process for public sector executives, including: City and Assistant City Managers, Chief Information Officers, Library Directors, Police Chiefs, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Workforce Development Executive Directors.

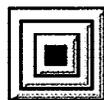
Andrea is an experienced professional with over twenty years of prior experience in Information Technology, IT Audit and Management experience in both the public and private sector. Her local government leadership roles include serving as the IT Director at Cleveland Public Schools with a staff of 50; Deputy Director of IT at Cuyahoga County with a staff of 70. In addition, her county experience includes creating a start-up venture to sell public computer access to the legal community. Ms. Sims has held management positions at AT&T, Progressive Insurance, and National City Bank managing IT projects as well as IT professionals, along with serving as an internal consultant/auditor. She has successfully managed IT professionals through the change process from legacy to client-server technologies including both private and public sector Year 2000 implementations. She is uniquely qualified and successful in CIO recruitments in the public sector.

Areas of Expertise

- Executive Recruitment
- Recruitment and Retention Training
- Diversity-based Recruitment and Retention
- Information Technology Leadership
- Organizational Assessment
- Strategic Planning and Implementation
- Project Management
- Process Improvement
- Change Management

Professional Accomplishments and Education

Andrea's educational background includes a Bachelor of Arts in Mathematics from Spelman College, Atlanta Georgia and a Master of Science in Operations Research from The Wharton School at the University of Pennsylvania, Philadelphia, Pennsylvania. In addition, her post-graduate education includes numerous executive development seminars and certification from the Leadership Academy at Cleveland State University, the Anderson School at UCLA and the Gartner Group. Andrea's current and past civic involvement includes the Board of Trustees at the Gathering Place; American Cancer Society, Cuyahoga Unit; Junior League of Cleveland, along with leadership positions with the Links, Inc., the Spelman Alumnae Association, and Delta Sigma Theta, Inc.



WATERS-OLDANI
EXECUTIVE RECRUITMENT

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Michele Janes
Project Support Manager

Michele Janes has been working with The Waters Consulting Group since 2007 in the Executive Recruitment Division, managing all phases of the recruitment process in support of the Lead Consultants. Michele has managed more than 100 recruitments. Michele is responsible for the following tasks during the recruitment process:

- Add New Clients and New Recruitments to Waters Consulting Executive Recruitment Website
- Provide Candidates with Passwords as Necessary
- Prepare Advertising Schedules and Advertising Placements
- Draft Brochure Edits
- Recruitment Brochure Mailings
- Downloading and Maintaining Resumes and Master Applicant List
- Sending Acknowledgement Letters to Candidates
- Sending Candidate Questionnaires and Due Diligence Questions to Applicants and notifying Lead Consultant of Responses
- Sending Semi-Final and Final Books to Clients
- Communicating Directly with Clients and Candidates to Provide Status Reports and Support
- Sending Supplemental Requests for Information to Candidates
- Sending Reference Notifications
- Making Reference Calls
- Processing Background Checks and Academic Verifications
- Supporting Final Process Logistics with Clients
- Maintaining Statistical Data

Professional Education

Michele attended Stephen F. Austin University but received her Bachelor of Arts degree from the University of Texas at Arlington.



D. FEE SCHEDULE

The **all-inclusive** professional fee to conduct the recruitment is provided below and includes the cost of professional services by the Lead Consultant and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Lead Consultant. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of WCG and are handled directly by the client organization. If there is a preference for separate billings for the professional services and project-related expenses, please advise us and the agreement can reflect such an arrangement.

The all-inclusive professional fee will be billed in four installments; 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate.

If candidates from this recruitment process are selected for another position within your organization within one year of the close of the recruitment, a fee of 50% of the above mentioned proposal amount will be due to WCG Executive Recruitment.

All questions regarding the professional fees and project-related expenses should be directed to Chuck Anderson, CEO of Executive Recruitment Division at canderson@watersconsulting.com or via phone at 817.965.3911.

| PHASE | DESCRIPTION OF PROFESSIONAL SERVICES |
|---|---|
| Phase I | Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Lead Consultant) Task 2 – Identify Quality Candidates |
| Phase II | Task 3 – Screening of Applications and Submission of Recommended Finalists to Client. Task 4 – Reference Checks, Background Checks, and Academic Verifications |
| Phase III | Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Lead Consultant) |
| Conclusion | Acceptance of offer by candidate |
| TOTAL ALL-INCLUSIVE PROFESSIONAL FEE FOR City Manager | |
| | \$21,500.00 |
| TOTAL ALL-INCLUSIVE PROFESSIONAL FEE FOR Deputy/Assistant City Managers Department Directors | |
| | \$20,500.00 |
| TOTAL ALL-INCLUSIVE PROFESSIONAL FEE FOR Assistant Department Directors. | |
| | \$19,500.00 |

| OPTIONAL SERVICES FOR CONSIDERATION | FEEES |
|--|---------------------------------|
| Additional work related to the search process and as specifically requested by the client which is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1500 plus expenses. | \$1500.00 per day plus expenses |