

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089824-22-V, As-
Needed Executive Recruitment Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089824-22-V, As-Needed Executive Recruitment Services (Contractor).

RECITALS

On or about 8/13/2021, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide as-needed recruitment services for the City of San Diego as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Human Resources Department is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative as follows:

Julie Perez-Rasco, Director
1200 Third Avenue, Suite 1300
San Diego, CA 92101
jperezrasco@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$250,000.00.

Contractor must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Contractor that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice of Award; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

Tab A - Submission of Information and Forms

Contract Signature Page


5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

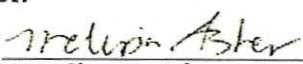
IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CPS HR Consulting
Proposer
2450 Del Paso Road, Suite 220
Street Address
Sacramento
City
(916) 471-3358 (Melissa Asher, Contact)
Telephone No.
masher@cpsshr.us
E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY: 
Print Name:
Claudia C. Abarca
Director, Purchasing & Contracting Department
November 9, 2021
Date Signed

BY: 
Signature of
Proposer's Authorized
Representative
Melissa Asher
Print Name
Senior Practice Leader, Products & Services
Title
8/27/2021
Date

Approved as to form this 9th day of
November, 20 21.
MARA W. ELLIOTT, City Attorney


BY: 
Deputy City Attorney
Miguel Merrell

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Electronic Submission Requirements. Proposers must be pre-registered with the City's proposal system and possess a system-assigned Digital ID in order to submit an electronic proposal.

1.2 Proposals will be received in **electronic format only** at the City of San Diego's electronic proposal site. Proposer shall submit **One (1)** complete and searchable Portable Document Format (PDF) version of the Proposal containing all EOCP information and requested City forms. The maximum file size of the PDF for proposal submission is fifty (50) megabytes. The electronic system will close submission exactly at the date and time set forth in this RFP or as changed by addenda. An electronic copy of the firm's proposal must be attached to the electronic system.

1.3 The Proposal must be submitted at the City of San Diego Vendor Portal through Bid Opportunities:
<http://www.planetbids.com/portal/portal.cfm?companyID=17950> and is due **no later than 2:00 PM on Friday, September 3, 2021.**

1.4 The Proposal shall be **signed** by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

1.5 The PDF Proposal submitted shall have the following **name assignment:** 10089824-22-V Consultant Name. That is, the contract number(s) followed by the name of the consultant; for example – 10089824-22-V Acme Consulting.

1.6 Proposers are responsible for the submission and proposal acceptance before the closing time set forth in this RFP or as changed by addenda. **Important Note:** Submission of the proposal into the electronic system may not be instantaneous; it may take time for the Proposer's document(s) to upload and transmit before the proposal is accepted. It is the Proposer's sole responsibility to ensure their document(s) are uploaded, transmitted, and arrive in time electronically. The City of San Diego shall have no responsibility for proposals that do not arrive in a timely manner, no matter what the reason.

1.7 The City's proposal system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's proposal system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Consultants who disable their browsers' cookies will not be able to log in and use the City's proposal system.

1.8 Proposals remain sealed until the deadline and are transmitted into the City's proposal system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte; which encrypts data being transferred from client to server.

1.9 Failure to comply with the requirements of this RFP may result in disqualification.

1.10 Electronic Submissions Carry Full Force and Effect. The proposer, by submitting its electronic proposal, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

1.10.1 By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the request for proposal, addenda, terms and provisions), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

1.10.2 The Proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms, and affidavits submitted as part of this proposal are true and correct.

1.10.3 Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.

1.11 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.12 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.13 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.14 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the

Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Confidentiality and Non-Disclosure Agreement.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected. Any and all fees associated with travel should be included in the proposed overall cost presented.

Cost should be proposed as fully burdened and encompass the total body of work through completion (successful appointment of a candidate). Alternatively, the City is open to negotiations with the awarded proposer based on a traditional compensation model of a fixed percentage of the successful candidates first year salary.

Proposers will be evaluated based on the cost (price) proposal submitted. Cost (price) point allocations are based on a formula and not subjective scoring.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require only the top three (3) proposers with the highest scoring proposal to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer’s proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	<hr/> 20
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects – clear and concise proposal presented in response to the requirements set forth in the RFP.	
B. Staffing Plan.	20
1. Qualifications of personnel adequate for requirement.	
2. Availability/Geographical location of personnel for required tasks.	
3. Clearly defined Roles/Responsibilities of key personnel.	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Other pertinent experience	
4. Past/Prior Performance	
5. Capacity/Capability to meet The City of San Diego needs in a timely manner	
6. Reference checks	
D. Cost.	15
E. Mandatory Interview/Oral Presentation.	10
1. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> 100

MAXIMUM
EVALUATION
POINTS

F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*

12

FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:

112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE OF AWARD. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Consultant Award Tracking Form

5. Statement of Economic Interest, Form 700. In accordance with the City's Conflict of Interest Code, the selected recruiter may be included in the list of designated employees required to complete a statement of economic interest disclosing relevant financial interests with the scope as directed by the City.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

Incorporated in 1850, San Diego is a charter city under a strong Mayor form of government. The Mayor is the chief executive officer of the City, with the duty to oversee the administrative affairs of the City. The Mayor proposes the City budget, appoints City department heads, and has veto authority over most legislative and budgetary matters. The nine-member City Council has legislative authority in the City, including approving the City's annual budget, adopting local laws, and setting public policy. The Mayor is elected by voters citywide, while Councilmembers are elected by those voters living in the district served by each Councilmember. The Mayor and Councilmembers serve four-year terms and are limited to two consecutive terms. Our core values are Integrity, Service, People, and Excellence. As one of the region's largest employers, the City of San Diego has a combined Fiscal Year 2021 operating and capital budget of approximately \$4.0 billion and employs approximately 11,800 highly dedicated employees.

With more than 1.4 million people, the City of San Diego is the eighth largest city in the United States and the second largest in California. The City of San Diego's strong economy, diverse population, great educational institutions, unsurpassed quality of life, and world-renowned location makes it the ideal place to work, live, and play. With its great weather, miles of sandy beaches, and major attractions, San Diego has something to offer for everyone.

The City of San Diego is seeking to partner with a dedicated recruitment firm (Contractor) to provide professional services as they relate to executive-level recruitment services.

This Request for Proposals (RFP) describes the required scope of services, the selection process and minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may result in disqualification.

The RFP response from an interested proposer should include a detailed response to the questions posed in Exhibit A and a description of the proposer's approach to working with municipal governments. The response should also include examples of other executive-level recruitments completed for other state, local or federal agencies.

B. SCOPE OF WORK

The City of San Diego recognizes that each recruitment undertaken is unique. In certain instances, the City may not require all of the tasks listed herein, however, to ensure consistency, the City considers these tasks as minimum requirements and should be carried out unless directed otherwise by the City. Contractor shall provide the following tasks under the direction and guidance of the Human Resources Department:

- 1. Recruitment.** The Contractor's recruitment, sourcing and outreach services should seek diverse qualified executive candidates who will exhibit a dedication to public service, and a desire to provide vital services and programs to residents.

As each recruitment is initiated or requested, the selected Contractor will meet with the Mayor's team, the Human Resources team, and other City representatives to

conduct a needs analysis to understand the current issues, challenges and opportunities that face the City and expectations of the successful candidate; and learn the Mayor's expectations regarding the knowledge, skills and abilities sought in the ideal candidate.

The Contractor will develop an outreach and marketing strategy, including media and networking that will speak to and attract a diverse applicant base that reflects the City's ideals and culture of providing excellent customer service to all.

- 1.1. Candidate Assessment.** The Contractor's proposal should include detailed information on the proposed methods of evaluation for selection of candidates.
 - 1.2. Stakeholder Interviews.** Some executive-level recruitments may require interviewing key stakeholders or citizen committees (not employed by the City) who are subject matter experts in various areas. The goals of these interviews will be to gather information on ideal qualities and characteristics that a candidate should possess, and/or obtaining information to be used in the recruitment brochure or ideal candidate profile.
 - 1.3. Recruitment Brochure.** The Contractor will create a full-color, multi-page recruitment brochure for each recruitment using preliminary language provided by the City and incorporating images of City of San Diego employees and/or scenery.
- 2. Screening of Applicants.** The Contractor will assist in the appropriate background and credential verification of applicants under the direction of the City. This may include financial in addition to criminal background checks. The Contractor's proposal should demonstrate the method and process for background checks and credential/education verification typically utilized.
 - 3. Hiring Interviews.** Based on direction given by the City, Contractor's proposal should include detailed information on the Contractor's ability to assist with the coordination of candidate screening and hiring interviews, inclusive of question development, evaluation tools, panel composition and presentation of final candidate packets. In some recruitments, multiple rounds of interviews with different stakeholders may be required to narrow the pool of candidates.
 - 4. Assessment of Applicants.** Contractor shall:
 - 4.1.** Assist the City in developing evaluation criteria of candidates and may include but not be limited to desired education, experience, skills and traits;
 - 4.2.** Using evaluation criteria agreed to by the City, review materials submitted by all applicants, develop a list of candidates to advance to the interview phase of the selection process; and
 - 4.3.** Provide to the City a detailed summary or profile of each candidate proposed for advancement to the interview phase.
 - 5. Reporting of Progress.** The Contractor will provide written progress reports and updates as often as determined necessary by the City, per project. The Contractor will provide a final written summary of the final candidates if requested by the City.

6. **Negotiations.** The City may require representation during negotiations of salary. Contractor's proposal should include detailed information on proposed methods for achieving desired results in this area.
7. **Representation/Meeting Attendance.** Most meetings will be held virtually or by phone but upon the Mayor's request, the Contractor may be required to be on premises to participate in meetings on occasions with key stakeholders in the recruitment process. Meeting attendance will be at the direction of the City dependent on recruitment project. The City will provide reasonable notice of meeting dates with the Contractor.

C. QUALIFICATIONS AND EXPERIENCE

Proposers shall provide the following information to enable the City to evaluate the Contractor's qualifications and experience:

1. A minimum of five (5) years of recent experience in successful executive-level recruitment, sourcing and outreach services.
2. Contractor shall provide a list of a minimum of three (3) but no more than five (5) projects (successfully completed and / or in progress) that the contractor has undertaken within the past three (3) years related to the specifications described on points one (1) to (5) five in the specification section of this solicitation.

D. EXECUTIVE RECRUITMENTS/CLASSIFICATIONS

Contractor will provide executive recruitments for various executive City classifications that hold significant responsibilities for formulating or administering departmental policies and programs. Additional recruitments may be requested for classifications not listed below but which are similar or equivalent executive or managerial classifications as described in the Salary Ordinance.

At the time a recruitment is initiated, the Mayor and/or his/her designee may reserve the right to determine one or more tasks listed in Section B "Scope of Work" may not apply or be necessary for a particular recruitment. Below are the classifications types and minimum tasks requirements for each class.

1. **Managerial C – Annual Salary Range: \$52k- \$192k**
2. **Executive III's – Annual Salary Range: \$34k-\$186k**
3. **Executive IV's- Annual Salary Range: \$63k-\$239k**
4. **Executive V's- Annual Salary Range: \$78k-\$312**

E. DEPARTMENT RESPONSIBILITIES

The administrating department of the resulting Contract will be the Human Resources Department. Communication regarding this contract should be issued to the Contract Administrator identified in the contract.

The Human Resources Department will be responsible for:

1. Initiation of a recruitment project by contacting the Contractor.
2. Identifying preliminary target dates for completion.
3. Providing preliminary characteristics, job descriptions, qualifications and ideal characteristics.
4. Coordination of meeting locations/sites on City property – if needed.

F. REFERENCES

Proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

Proposer is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

G. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

H. PRICING SCHEDULE

Proposers shall submit pricing on the form and format provided herein, and in its entirety, to be considered responsive to this RFP. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP per recruitment classification, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City, including Subs. No other charges will be considered.

Proposer may provide a range of cost based on the estimated annual salaries provided. Highest cost of each classification will be considered in the assessment of points for Cost as required per Exhibit A, 3.6. Evaluation Criteria.

Refer to Proposal Tab C - Cost/Price Proposal for Contract Pricing

Executive Recruitment Classification	Total Cost Per Recruitment
Managerial C: Annual Salary Range \$52k- \$192k	\$
Executive III: Annual Salary Range \$34k-\$186k	\$
Executive IV: Annual Salary Range \$63k-\$239k	\$
Executive V: Annual Salary Range \$78k-\$312	\$

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division

1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth

(5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings,

specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V
ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the

prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become

inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property

damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Waived.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Contractor shall provide a \$50,000 self-insured retention to the City. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an

additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

**ARTICLE XIII
MISCELLANEOUS**

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been

succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

Contractor Standards Pledge of Compliance Form

City of San Diego CONTRACTOR STANDARDS Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

RFP 10089824-22-V As-Needed Executive Recruitment Services

B. BIDDER/PROPOSER INFORMATION:

Cooperative Personnel Services	CPS HR Consulting		
Legal Name	DBA		
2450 Del Paso Rd, Suite 220	Sacramento	CA	95834
Street Address	City	State	Zip
Melissa Asher, Sr. Practice Leader	(916) 471-3358		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Melissa Asher	Sr. Practice Leader
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating and/or negotiating with City Officers or Employees	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: X Other - Joint Powers Authority (JPA). Established 4/11/2985

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If **Yes**, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Wells Fargo & Company

Point of Contact: Gregory Re, Senior Relationship Manager

Address: 400 Capitol Mall, 7th Floor, Sacramento, CA 95814

Phone Number: (916) 558-4045

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego Association of Governments (SANDAG)

Contact Name and Phone Number: Laura Cote, Former CAO, SANDAG; Current CAO NCTD (760) 967-2852

Contact Email: lcote@nctd.org

Address: 401 B Street, Suite 800, San Diego, CA 92101

Contract Date: 2019

Contract Amount: \$ 50,000.00

Requirements of Contract: Executive Director - Full Recruitment (Phases I-III)

Company Name: Contra Costa County

Contact Name and Phone Number: Tina Pruett, HR Mgr (925) 655-2179

Contact Email: Tina.Pruett@hrd.cccounty.us

Address: 40 Douglas Drive, Martinez, CA 94553

Contract Date: 2019-Present

Contract Amount: \$ 25,000.00

Requirements of Contract: As-needed recruitments

Company Name: City of Long Beach

Contact Name and Phone Number: Alex Basquez, HR Director (562) 570-6140

Contact Email: Alex.Basquez@longbeach.gov

Address: 411 W. Ocean Boulevard, 10th Fl, Long Beach, CA 90802

Contract Date: 2020

Contract Amount: \$ 25,000.00

Requirements of Contract: Director of Parks, Recreation & Marine - Full Recruitment (Phases I-III)

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # _____

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # _____
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

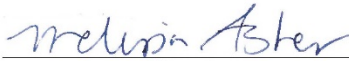
Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Melissa Asher, Sr. Practice Leader



8/27/2021

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

N/A

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Melissa Asher, Sr. Practice Leader



8/27/2021

Print

Name, Title

Signature

Date

EOC Contracting Forms - Work Force Report & Contractors Certification of Pending Actions

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.


- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: CPS HR Consulting

Certified By Eric Brown Title Senior HR Consultant


Signature Date August 30, 2021



EQUAL OPPORTUNITY CONTRACTING (EOC)
 1200 Third Avenue, Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
 CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Cooperative Personnel Services

ADA/DBA: CPS HR Consulting

Address (Corporate Headquarters, where applicable): 2450 Del Paso Road, Suite 220

City: Sacramento County: Sacramento State: CA Zip: 95834

Telephone Number: 916-471-3358 (Melissa Asher, Sr. Practice Ldr) Fax Number: n/a

Name of Company CEO: Jerry Greenwell

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: n/a

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: HR Consulting Type of License: CA State Seller's Permit

The Company has appointed: Regina Romeo

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 2450 Del Paso Road, Suite 220, Sacramento, CA 95834

Telephone Number: (916) 471-3318 Fax Number: n/a Email: rromeo@cpshr.us

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

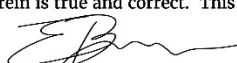
*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of CPS HR Consulting

Sacramento, CA (Firm Name)

hereby certify that information provided

herein is true and correct. This document was executed on this 30th day of August, 2021

 Eric Brown

(Authorized Signature) (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: CPS HR Consulting

DATE: 8/30/21

OFFICE(S) or BRANCH(ES): Main

COUNTY: Sacramento

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1	0	1	0	1	0	0	0	0	4	8	0	1
Professional	3	1	0	4	1	1	0	0	0		17	21	0	3
A&E, Science, Computer														
Technical	1	1	0	0	0	0	0	0	0	0	0	0	1	0
Sales														
Administrative Support	0	0	0	2	0	4	0	0	0	0	0	7	1	3
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	5	3	0	7	1	6	0	0	0	0	21	36	2	7
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees 88

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: THE FOLLOWING TRADE CATEGORIES ARE NON-APPLICABLE DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees															
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:															
Disabled															

Confidentiality and Non-Disclosure Agreement

Listed under 2.9 of the RFP. This document was not included in the RFP documents and/or Attachments. CPS HR is able to complete this Agreement upon award of contract if required.

Tab B – Executive Summary and Response to Specifications

PROPOSAL

City of San Diego

As-Needed Executive Recruitment Services

RFP 10089824-22-V

Due: Friday, September 3, 2021

2:00 P.M. PST

SUBMITTED BY:

MELISSA ASHER

Sr. Practice Leader, Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3358
masher@cpshr.us
Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance

September 3, 2021

City of San Diego
1200 Third Avenue, Suite 1300
San Diego, CA 92101

Submitted electronically via eBidding System (PlanetBids)

Subject: RFP 10089824-22-V As-Needed Executive Recruitment Services

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of San Diego (City) with the recruitment and selection for executive-level positions on an as-needed basis. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the City to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact Melissa Asher at masher@cps hr.us or (916) 471-3358.**

Sincerely,



Melissa Asher
Senior Practice Leader, Products and Services

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Proposal Summary/Executive Summary

The City of San Diego (City) is seeking professional, experienced consulting firms to provide as-needed Executive Search services for the placement of new executive-level incumbents. CPS HR Consulting (CPS HR) realizes the importance of these leadership positions and is prepared to assist the City with this endeavor from the initial kick-off meeting to the successful placement of each Incumbent. We will conduct the recruitments in a manner consistent with the City’s Equal Opportunity Employment and general hiring policies.

CPS HR will work closely with the City to find a candidate who will work with the City to ensure *a world-class city for all*. As detailed in the pages that follow, we are recommending a three-phase work plan for each recruitment summarized below. And, most importantly, CPS HR will be ready and available to begin work upon a fully executed contract.

Project Tasks
Phase I. Develop Candidate Profile and Recruitment Strategy
Task 1 – Review and Finalize Executive Search Process and Schedule with the City
Tasks 2 & 3 – Development of Candidate Profile and Recruitment Strategy
Tasks 4 & 5 – Develop Recruitment Brochure and Place Advertisements
Phase II. Aggressive, Proactive, and Robust Recruitment
Task 1 – Identify and Contact Potential Candidates
Task 2 – Resume Review and Screening Interviews
Task 3 – City selects Finalists – Preparation and Provision of Final Report
Phase III. Selection
Task 1 – Design Selection Process
Task 2 – Administer Selection Process
Task 3 – Final Preparation for Appointment: Arrange Follow-up Interviews, Final Assessment Process, In-Depth Reference and Background Checks

CPS HR brings a wealth of expertise and innovation to executive-level recruitments for the City of San Diego. We provide supporting evidence of our expertise with a list of recent related Executive Search clients and references for the City to contact.

CPS HR Response to the RFP

Our Approach to a Successful Recruitment

Key Stakeholder Involvement

The appointing authority and/or City representatives on behalf of the City of San Diego must be intimately involved in the search for a new Incumbent. Our approach assumes their direct participation in key phases of the search process. At the discretion of the appointing authority and/or City representatives, other key stakeholders may also be invited to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful executive search is for the appointing authority and/or City representatives to define the professional and personal qualities required of the Incumbent. CPS HR has developed a very effective process that will permit the appointing authority and/or City representatives to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the appointing authority and/or City representatives wish to establish with the Incumbent; and ultimately, the professional and personal qualities required of the Incumbent.

Commitment to Communication

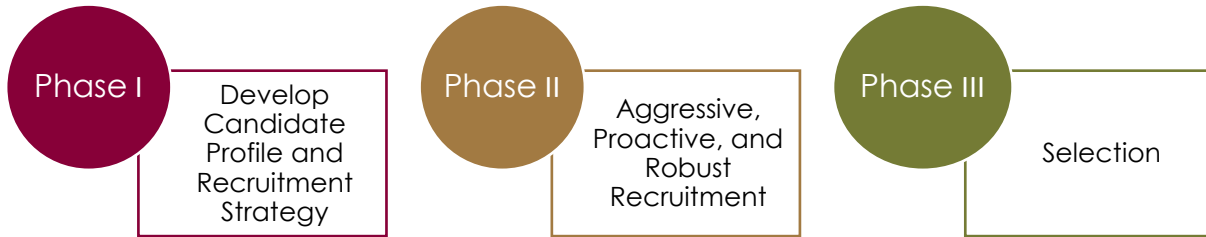
Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.). We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments. CPS HR's communication continues once you have selected the new Incumbent. We will contact the appointing authority and/or City representatives and the newly appointed Incumbent within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

Methodology and Scope of Work

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new Incumbent uniquely suited to the City's needs.



Phase I: Our consultant will meet with the appointing authority and/or City representatives to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

Phase II: The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the City. CPS HR will work with the appointing authority and/or City representatives to determine the process best suited to the City of San Bernardino.

Phase I - Develop Candidate Profile & Recruitment Strategy

- Task 1 – Review and Finalize Executive Search Process and Schedule**
- Task 2 – Key Stakeholder Meetings**
- Task 3 – Candidate Profile and Recruitment Strategy Development**
- Task 4 – Develop Recruitment Brochure**

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new Incumbent.

Activities will include:

- Identifying key priorities for the new Incumbent and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the appointing authority and/or City representatives wish to establish with the Incumbent.

- Generating lists of specific competencies, experiences, and personal attributes needed by the new Incumbent in light of the discussions above.
- Discussing recruitment and selection strategies for the appointing authority and/or City representatives consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review. Please refer to the **Appendices** section for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/search.

Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 – Place Advertisements

Task 2 – Identify and Contact Potential Candidates

Task 3 – Résumé Review and Screening Interviews

Task 4 – Appointing Authority Selects Finalists

The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

Directed Diversity Efforts

CPS HR is focused on reaching a diverse candidate pool and would recommend publications and websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates. We routinely work with NFBPA, the Local Government Hispanic Network, and Women Leading in Government to name a few. However, we believe the most telling factor of our success in this area is our numbers:

Within the past three years, more than 51% of our executive level placements have been minority and/or female candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the Incumbent brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates. We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all résumés. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's résumé, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the appointing authority and/or City representatives. Typically, the report will recommend five to eight highly qualified candidates and will include résumés and a profile on each interviewee's background. CPS HR will meet with the appointing authority and/or City representatives to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III – Selection

Task 1 – Design Selection Process

Task 2 – Administer Selection Process

Task 3 – Final Preparation for Appointment

Task 4 – Contract Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- **Conduct Background Checks:** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.

- **Contract Negotiation (if requested):** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

Schedule

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of new Incumbent can be completed in 12 to 14 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads		➤														
Aggressive Recruiting						➤										
Final Filing Date						➤										
Preliminary Screening							➤									
Present Leading Candidates										➤						
Semi-finalist Interviews											➤					
Reference/ Background Checks												➤				
Finalist Interviews														➤		
Appointment															➤	
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Staffing Plan

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. The designated project manager will be assigned at the time of contract. The team will work collectively to fulfill the City’s needs in a timely and effective manner. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff members will be removed or replaced without the prior written concurrence of the City. Brief Bios for our Executive Recruiters follow. Full Résumés for staff are provided in **Appendix B**.

Role/Project Assignment	Name	Location
Manager, Executive Recruitment	Pamela Derby	Sacramento CA
Executive Recruiter	Paula Adams	Los Angeles CA
Executive Recruiter	Andrew Nelson	Las Vegas NV
Executive Recruiter	Veronica Ortiz-Torres	Sacramento CA
Executive Recruiter	Mari Peoples	Newport Beach CA
Executive Recruiter	Kylie Wilson	Houston TX

Capacity and Availability

Our CPS HR recruiters are collectively working on fifty-seven (57) recruitments that are in varying stages of the process. Our recruiters are responsible for six to eight recruitments at any given time, depending on close and kick off times. Each recruitment is treated with equal importance, regardless of the size of the agency or the type of recruitment. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. ***Our Executive Recruiters and support team have the capacity, expertise and organizational knowledge to effectively and successfully manage City of San Diego recruitments and close proximity to be onsite as needed.***

Team Bios

Pamela H. Derby, Manager, Executive Recruitment

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, city administrator, registrar of voters, library director, and director of information technology in addition to specialized support positions.

Ms. Derby manages the Executive Search function and is just completing the City Manager recruitment for the City of Hercules CA, County Manager for Los Alamos County NM. Work in progress includes the Executive Director for the Transbay Joint Powers Authority, Executive Director of Human Resources for AC Transit and City Manager for Surprise AZ.

Prior to joining CPS HR, Ms. Derby served as the Aide to the Yuba County Board of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. She is sensitive to balance the wants of the community with the needs of the client so as to tailor a recruitment process that reaches out to the most appropriate candidates and ensures a diverse group of individuals from which to make a selection. She has successfully employed these techniques in jurisdictions ranging from under 10,000 to 10 million. Moreover, she employs a firmly-held personal philosophy that candidates must be treated with the same respect and careful consideration as her client. Prior to her local government service, Ms. Derby served in the private sector and with several non-profit lobbying associations. She was responsible for the management of several large consumer groups.

Paula Adams, M.P.A., Executive Recruiter

Ms. Adams is an experienced Human Resources Director with a demonstrated history of working in the airlines/aviation industry. She is a strong human resources professional with a Master of Public Administration focused from CSU Dominguez Hills. Ms. Adams has served in various leading executive positions with Los Angeles World Airport (LAWA). She led the direction of Department administrative programs through five subordinate managers and gave direction on the administrative activities in the Human Resources Division and Risk Management Division.

Andrew Nelson, M.P.A., Executive Recruiter

Andrew Nelson brings an extensive background in government service to his role as Executive Recruiter at CPS HR Consulting through city administration, transportation planning, and court management as well as professional recruiter training from the U.S. military.

Mr. Nelson has significant experience with recruitments of professional and management positions for the public sector. Prior to joining CPS HR Consulting, Mr. Nelson served as City Administrator for the City of Kemmerer, WY and as director of the Casper Area Metropolitan Planning Organization. This hands-on experience gives Mr. Nelson perspective to the mindset and needs of senior public officials recruiting open positions.

Mr. Nelson is currently working on a number of recruitments at all levels of local government, including the Public Health Director for the County of San Bernardino; Fire Chief for the City of Albany, CA; Assistant Development Services Director for the City of Costa Mesa, CA; Human Resources Director of the City of Elk Grove, CA; and City Attorney for the City of Simi Valley, CA.

Additionally, Mr. Nelson currently serves the United States Coast Guard as an Auxiliary Recruiter. He has received an Auxiliary Commandant Letter of Commendation and a Coast Guard Meritorious Team Commendation as a direct result of his recruiting efforts. Mr. Nelson volunteers locally in the Las Vegas community as a career mentor for student members of the Association of Latino Professionals for America (ALPFA).

Veronica Ortiz-Torres, Executive Recruiter

Ms. Ortiz-Torres served in three Gubernatorial administrations. Most recently she has served as the Director of Customer Success for KeyX Consulting, a start-up business recruiting for clients such as PG&E and Kaiser.

She is a Public Sector and Legislative Specialist with extensive experience in recruiting, planning, organizing, analyzing and management in numerous areas in the Governor's office and state legislature. She has also served in appointed positions in government such as State, Legislative and Executive Branch. Additionally, she provides consulting services to organizations in and out of state government.

Maricarmen (Mari) Peoples, Executive Recruiter

Ms. Peoples served in executive, management and analytical positions in the private sector and in California state government at the California Department of Corrections and Rehabilitation (CDCR), California Emergency Management Agency (CalEMA) and California Health and Human Services Agency (CHHS). Ms. Peoples has extensive State government experience in the areas of human resources, budget policy, communications, program development and operations.

Kylie Wilson, M.B.A., Executive Recruiter

Kylie Wilson has over 25 years of professional and management experience in the public sector. Ms. Wilson has worked directly with local government organizations and associations, predominately human resources personnel and city management, with employee development, job board vacancies for recruitment, leadership conferences, live training and workshops, online learning management system (LMS) opportunities, and other client needs primarily for entities in Texas, Colorado, New Mexico, Washington, Oregon and California.

She recently served as the Assistant to the City Manager for the City of League City, Texas. In this role she provided analytical, administrative, and management support as a liaison between the City Manager and the department executive leadership team, community leaders, associations and citizens. Ms. Wilson also provided management and oversight to key programs, projects and processes by evaluating City operations and making recommendations to improve operational implementation of a strategic plan, to include short-term and long-term goals and objectives, for City operations, identifying opportunities for improving methods and procedures. Prior to that, she worked in a number of impactful management roles for municipal government entities in Texas to include the City of Baytown, the City of Missouri City, and the City of Georgetown. She has a passion for public service and a strong skill set for being mission driven and results oriented, while always maintaining an optimistic and engaging demeanor.

Qualifications and Experience

About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 18 years** of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.

- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** *Our executive search client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.
- **Cost Effective.** The combination of CPS HR's seasoned recruitment management and highly qualified staff enable us to reliably deliver successful results on time and on budget.
- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 91% of our placements are still in their position after two years.

With almost 90 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Austin, TX; Littleton, CO; and Orange County, CA.

Partial List of Recruitments

Over the past five years, CPS HR has placed approximately 500 public sector professionals in executive and middle management roles throughout the United States.

Our retention rate for candidates is 91% over the past three years. Following is a partial list of recent placements in the past three years.

*Proposal to the City of San Diego
RFP 10089824-22-V As-Needed Executive Recruitment Services*

Agency	Title	Year Completed
City of League City, TX	Director of Human Resources & Civil Service	2021
City of Dallas, TX	Director of Sanitation Services	2021
Alameda-Contra Costa Transit District, CA	Chief Financial Officer	2021
City of Oxnard, CA	Assistant Chief Financial Officer	2021
First 5 Contra Costa, CA	Finance and Operation Director	2021
City of Oxnard, CA	IT Director	2021
Contra Costa County, CA	Division Director – Enterprise Systems	2021
City of Missouri City, TX	Director of Development Services	2021
City of San Mateo, CA	Deputy Director of Community Development	2021
City of Riverside, CA	City Attorney	2021
City of Clayton, CA	City Manager	2021
City of Marysville, CA	City Manager	2021
County of Yolo, CA	Assistant County Administrative Officer	2021
City of Greeley, CO	Deputy City Manager	2021
Flathead County, MT	County Administrator	2021
City of Missouri City, TX	Fire Chief	2021
Columbia Housing Authority, MO	Chief Executive Officer	2021
First 5 Santa Clara County, CA	Deputy Chief of Finance	2021
Montana Public Health Institute, MT	Chief Executive Officer	2021
San Mateo County Transit District, CA	Executive Officer, IT & Telecommunications	2021
City of Amarillo, TX	Assistant Solid Waste Superintendent	2021
Skagit County, WA	Director of HR/Risk Management	2021
City of Glendale, CA	City Manager	2021
City of San Jose, CA	Building Management Administrator	2021
East Bay Regional Park District, CA	General Manager	2021
LA Metro, CA	Chief Systems Security and Law Enforcement	2021
East Bay Regional Park District, CA	Chief of Maintenance and Skilled Trades	2021
Montgomery County, MD	Chief Labor Relations Officer	2021
City of League City, TX	Assistant Director of Project Management	2021
City of Scottsdale, AZ	City Clerk	2021
South Coast Air Quality Management Dist, CA	Diversity Equity and Inclusion Officer	2021
City of Salinas, CA	City Manager	2021
City of Oxnard, CA	Special Districts Manager	2021
County of Boulder, CO	Housing and Human Services Director	2020
City of San Jose, CA	Senior Engineer - CIP	2020
City of San Jose, CA	Senior Landscape Architect	2020

*Proposal to the City of San Diego
RFP 10089824-22-V As-Needed Executive Recruitment Services*

Agency	Title	Year Completed
City of Greeley, CO	Deputy City Manager	2020
San Joaquin Council of Governments, CA	Executive Director	2020
City of Tucson, AZ	Parks and Recreation Director	2020
Arizona Behavioral Health Corporation, AZ	Director of Housing	2020
City of San Bernardino, CA	Director of Finance	2020
County of Tulare, CA	IT Director	2020
Orange County LAFCO, CA	Assistant Executive Officer	2020
City of Fife, WA	Public Works Director	2020
City of Oxnard, CA	Assistant City Attorney	2020
City of Aurora, CO	City Clerk	2020
City of Aurora, CO	Debt, Treasury and Investment Manager	2020
City of Vancouver, WA	Deputy Finance Director	2020
City of Millbrae, CA	Community Development Director	2020
City of Ontario, CA	Assistant General Manager	2020
County of Prince William, VA	Human Resources Director	2020
City of Redlands, CA	Director, Municipal Utilities and Engineering	2020
City of League City, TX	Internal Auditor	2020
City of Carson, CA	Director of Community Services	2020
County of Oakland, MI	Director-Management and Budget	2020
Montgomery County, MD	Head, Project Management Office	2020
International City/County Management Association (ICMA), DC	Director, World-Wide Learning and Professional Development	2020
City of Sheridan, CO	Police Chief	2020
Contra Costa County, CA	Chief Information Security Officer	2020
County of Marin, CA	Assistant Director of Human Resources	2020
County of Travis, TX	Administrative Services Division Director	2020
City of Shafter, CA	City Manager	2020
San Mateo County Mosquito and Vector Control District, CA	District Manager	2020
Hayward Area Recreation and Park District, CA	General Manager	2020
California Human Development, CA	Chief Executive Officer	2020
Utah Transit Authority, UT	Chief Financial Officer	2020
Alderwood Water & Wastewater District, WA	Finance Director	2020
Alderwood Water & Wastewater District, WA	General Manager	2020
City of Berkeley, CA	Director of Library Services	2020
Metropolitan Transportation Commission, CA	General Counsel	2020
City of Reno, NV	City Manager	2020

*Proposal to the City of San Diego
RFP 10089824-22-V As-Needed Executive Recruitment Services*

Agency	Title	Year Completed
Las Gallinas Valley Sanitary District, CA	Administrative Services Manager	2020
San Mateo County Transit Dist. (SamTrans), CA	Director, Contracts and Procurement	2020
City of San Bernardino, CA	Director of Animal Services	2020
City of Boulder, CO	Director of Transportation and Mobility	2020
City of Sacramento, CA	Office of Violence Prevention Manager	2020
County of Marin, CA	Chief Probation Officer	2020
City of Berkeley, CA	Public Works Director	2020
Montgomery County, MD	Manager III Retirement Benefits Manager	2020
County of Marin Health & Human Services, CA	Chief Financial Officer	2020
Contra Costa County, CA	Deputy Clerk Recorder	2020
Union Sanitary District, CA	CFO/Business Services Workgroup Manager	2020
Cooperative Agricultural Support Services Authority, CA	Executive Officer	2020
First 5 Contra Costa, CA	Deputy Director	2020
County of Nevada, CA	Director of Social Services	2020
County of Nevada, CA	County Librarian	2020
City of Millbrae, CA	Finance Director	2020
North Central Regional Transit District, NM	Strategic Initiatives & Planning Manager	2020
City of McAllen, TX	Deputy Director of Public Works	2020
City of Anaheim, CA	Deputy Planning Director	2020
City of Fullerton, CA	Accounting Supervisor	2020
County of Nevada, CA	Assistant Auditor-Controller	2020
City of Amarillo, TX	Assistant Solid Waste Superintendent	2020
City of Long Beach, CA	Director of Parks, Recreation & Marine	2020
Galveston Island Park Board of Trustees, TX	Chief Financial Officer	2020
City of Tucson, AZ	Deputy Director of Housing and Community Development	2020
County of Santa Clara, CA	Chief Procurement Officer	2020
City of Bozeman, MT	City Manager	2020
City of Amarillo, TX	Drainage Utility Superintendent	2020
City of Sugar Land, TX	Intelligent Transportation Systems Manager	2020
City of Dallas, TX	Chief Information Officer	2020
City of Bakersfield, CA	Economic Development Director	2020
Alameda County Office of Education, CA	Executive Director, Human Resources	2020
City of Oxnard, CA	Assistant Public Works Director	2020
Florin Resources Conservation District, CA	Program Manager	2020
City of Dallas, TX	Parks & Recreation Director	2020

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Agency	Title	Year Completed
City of Tampa, FL	Neighborhood Empowerment Administrator	2020
County of San Joaquin, CA	Director of Human Resources	2020
City of Avondale, AZ	Director of Economic Development	2020
City of Hollister, CA	City Manager	2020
Santa Clara Valley Habitat Agency, CA	Land and Resource Management Specialist	2020
City of Tampa, FL	Sustainability and Resilience Director	2020
Mountain View Sanitary District, CA	Environmental Services Manager	2020
Community Transit, CA	Director of Planning and Development	2020
City of Las Vegas, NV	Youth Development and Social Innovation Director	2020
City of Austin, TX	Assistant Director, Customer & Employee Services	2020
City of Oxnard, CA	Purchasing Manager	2020
County of Montgomery, MD	Chief, Behavioral Health and Crisis Services (Outreach only)	2020
County of Montgomery, MD	Chief, Aging and Disability Services (Outreach only)	2020
County of Sierra, CA	Chief Deputy Auditor	2020
City of Berkeley, CA	Director of Health, Housing and Community Services	2020
City of Aurora, CO	Public Safety Center Director	2020
LA County METRO, CA	Deputy Executive Officer, System Security & Law Enforcement	2020
City of Bell, CA	Community Development Director	2020
County of Clark, NV	Assistant Director of Social Services	2020
City of Fontana, CA	City Manager (Outreach only)	2019
Fargo, ND	Executive Director	2019
Port of Long Beach, CA	Director of Government Affairs	2019
San Mateo County Harbor District, CA	General Manager	2019
Turlock Irrigation District, CA	General Manager	2019
City of Bakersfield, CA	Assistant Solid Water Director	2019
City of Clayton, CA	City Manager	2019
County of Orange, CA	Chief Deputy Director, Social Services Agency	2019
City of Avondale, AZ	Development and Engineering Services Director	2019
San Bernardino County Housing Authority, CA	Assistant Director of Housing Services	2019
City of Oxnard, CA	Communications and Marketing Manager	2019
City of Wheat Ridge, CO	Director of Public Works PARTIAL	2019

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Agency	Title	Year Completed
LA County METRO, CA	Chief Planning Officer	2019
LA County METRO, CA	Chief Communications Officer	2019
Desert Healthcare District, CA	Chief Executive Officer	2019
Santa Barbara County, CA	Assistant Director, General Services	2019
Washington Dept. of Fish and Wildlife, WA	HR Director	2019
LA County METRO, CA	Chief Ethics Officer	2019
Imperial County, CA	Director of Social Services	2019
Carmichael Recreation and Park District, CA	District Administrator	2019
Sacramento County Employees' Retirement System, CA	General Counsel	2019
City of Glendale, AZ	Housing Services Administrator	2019
City of Glendale, AZ	Assistant City Manager	2019
County of Nevada, CA	Health and Human Services Agency Director (Outreach only)	2019
City of Virginia Beach, VA	Human Services Director (Outreach only)	2019
City of Hayward, CA	Deputy Director of Human Resources	2019
City of Las Vegas, NV	Parks Director	2019
City of Tulsa, OK	Housing Policy Director	2019
County of Alameda, CA	Procurement Administrator	2019
County of San Bernardino, CA	Assistant Director of Human Resources	2019
City of Novato, CA	Community Development Director	2019
City of University City, MO	Planning and Development Director	2019
City of East Palo Alto, CA	City Manager	2019
City of Carson, CA	City Manager	2019
City of Bell Gardens, CA	City Manager	2019
City of Manitou Springs, CO	City Manager	2019
City of Union City, CA	City Manager	2019
City of Columbia, MO	City Manager	2019
City of San Jose, CA	Deputy Director for the Environmental Services Department-Capital Improvement	2019
County of San Joaquin, CA	Director of Human Services	2019
City of Tucson, AZ	Housing and Community Development Director	2019
Transportation Authority of Marin, CA	Executive Director	2019
Orange County Fire Authority, CA	Fleet Manager	2019
County of Skagit, WA	County Administrator	2019
Elko County, NV	Comptroller	2019
County of Santa Barbara, CA	Director of Planning and Development	2019

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Agency	Title	Year Completed
Santa Cruz County Regional Transportation Commission, CA	Fiscal Officer	2019
LA County METRO, CA	Executive Officer/Deputy Chief, System Security & Law Enforcement	2019
LA County METRO, CA	Deputy Exec Officer - Emergency Security Operations Center	2019
City of Aurora, CO	City Clerk	2019
South Coast Air Quality Management Dist., CA	Director of Communications PARTIAL	2019
Superior Court of CA, San Benito County	Fiscal Manager (Outreach only)	2019
City of Novato, CA	Community Development Director	2019
City of San Jose, CA	Division Manager, Capital Improvement Team	2019
City of San Jose, CA	Deputy Director - Office of Retirement Services - (Outreach only)	2019
City of Garden Grove, CA	Finance Director	2019
Puget Sound Clean Air, WA	HR Manager	2019
Sierra County, CA	Chief Information Officer	2019
County of Monterey, Social Services Administration, CA	Deputy Director of Social Services, Community Benefits	2019
Sonoma County Library District, CA	Executive Director	2019
City of Missouri City, TX	CFO	2019
City of Austin, TX	Assistant Director of HR	2019
Metropolitan Transportation Commission MTC Reference	Executive Director	2019
East Contra Costa Irrigation District, CA	General Manager	2019
Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA), CA	Chief Executive Officer/Risk Manager	2019
Schools Excess Liability Fund (SELF)	Chief Executive Officer	2019
California Student Aid Commission	Executive Director	2019
LA County METRO	Director, Transit Security	2019
City of East Palo Alto	City Manager	2019
Town of Paradise, CA	Town Manager	2019
Lake County, CA	Assistant County Administrative Officer	2019
City of Oxnard, CA	Cultural and Community Affairs Director	2019
Valley of the Moon Water District, CA	General Manager	2019
County of Boulder, CO	Building Services Division Manager PARTIAL	2019
County of Boulder, CO	Director of Transportation	2019

References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization’s needs.

CLIENT/POSITIONS	CONTACT(S)
<p>SANDAG 401 B Street, Suite 800 San Diego, CA 92101</p> <p>Executive Director (2019) Contract Amt: \$50,000 Contract Requirements: Full Recruitment (Phases I – III)</p>	<p>Laura Cote, Former Chief Administrative Officer, SANDAG; Current Chief Administrative Officer NCTD (760) 967-2852; lcote@nctd.org</p>
<p>Contra Costa County 40 Douglas Drive Martinez, CA 94553</p> <p>Multiple Recruitments (2019-Present) Contract Amt: \$25,000 minimum Contract Requirements: As-needed per recruitment</p>	<p>Tina Pruett, HR Manager (925) 655-2179; Tina.Pruett@hrd.cccounty.us</p>
<p>City of Long Beach Dept of Human Resources 411 W. Ocean Boulevard, 10th Floor Long Beach, CA 90802</p> <p>Director of Parks, Recreation & Marine (2020) Contract Amt: \$25,000 Contract Requirements: Full Recruitment (Phases I – III)</p>	<p>Alex Basquez, HR Director (562) 570-6140; Alex.Basquez@longbeach.gov</p>

Tab C – Cost/Price Proposal

H. Pricing Schedule

Professional Services

Our professional fixed flat fee for each Classification covers all CPS HR services and deliverables (including travel) associated with **Phases I, II, and III** of the recruitment process.

Executive Recruitment Classification	Total Cost Per Recruitment
Managerial C: Annual Salary Range \$52k - \$192k	\$25,000
Executive III: Annual Salary Range \$34k - \$186k	\$25,000
Executive IV: Annual Salary Range \$63k - \$239k	\$25,000
Executive V: Annual Salary Range \$78k - \$312k	\$25,000

Optional: Recruitment Video

In addition to the standard recruitment brochure, CPS HR can develop a recruitment video to attract a wider range of applicants. More than 63% of organizations are now using visual media to attract the attention of job seekers, convey the culture of the organization, and effectively expand the talent pool. When comparing searches that include a video with searches that do not include a video, our data indicates that those with a video garner over 40% more applications. For this approximately three-minute video, CPS HR will arrive onsite to film footage of the work place and community, as well as conduct onsite interviews with selected employees. This video is optional and costs **\$3,500** per recruitment.

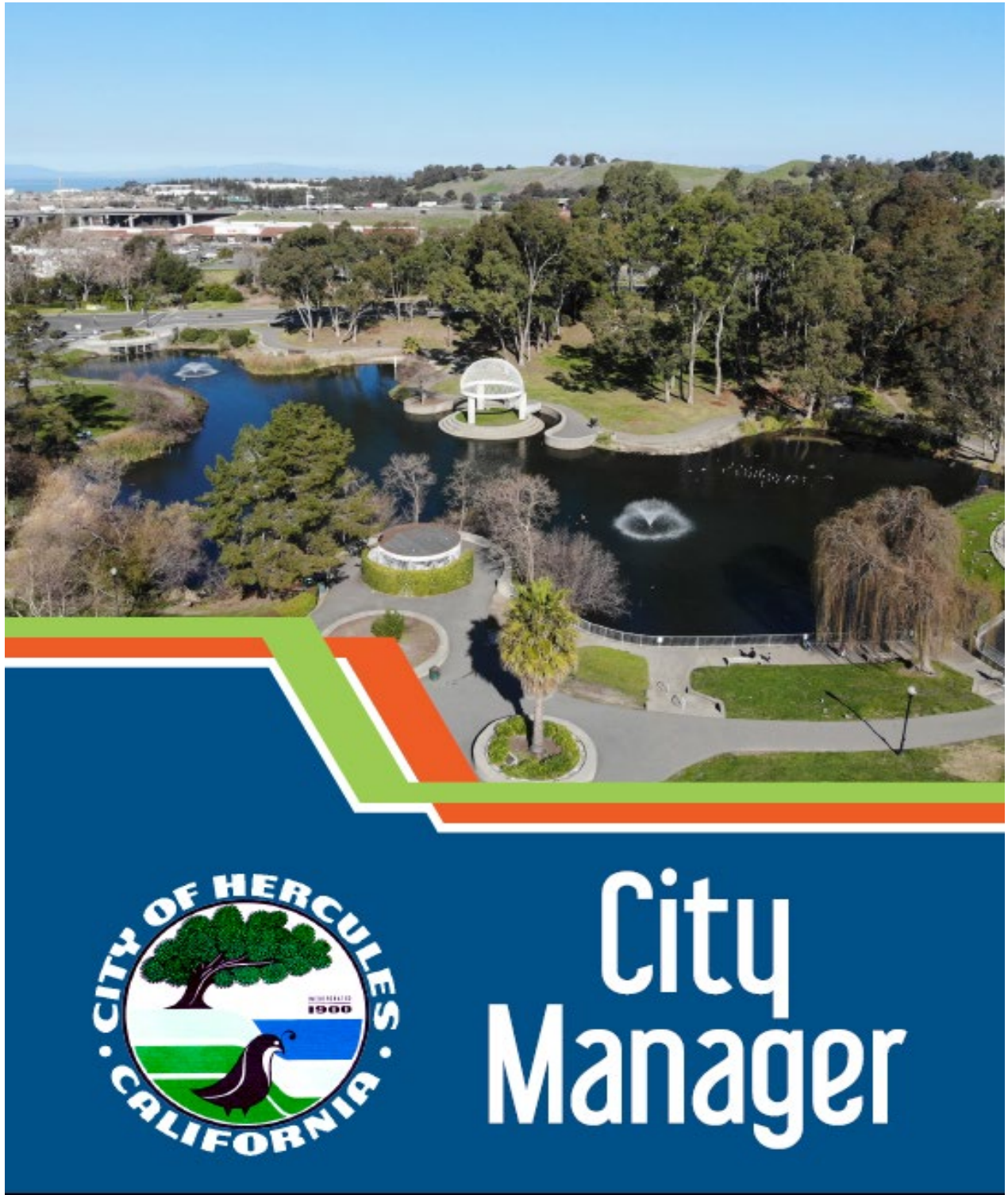
One-Year Service Guarantee

If the employment of the candidate selected and appointed by the City as a result of a full executive recruitment (Phases I, II, and III) comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for reimbursable expenses. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

Addendum Acknowledgement

CPS HR acknowledges receipt of Addendum A issued August 20, 2021.

Appendix A - Sample Brochure



BECOME PART OF A COMMUNITY

Established as a dynamite factory in the 1800s and incorporated in 1900, the City of Hercules sits on the northeastern shore of San Pablo Bay, conveniently located along the I-80 corridor and a half hour drive to both San Francisco and Napa. The 26,500 residents represent a diverse mix of many ethnic groups. Primarily a suburban, family-oriented community, the City has bold plans for a growing town center, a lively new waterfront, and a new train and ferry terminal.

Hercules offers residents a high level of municipal services for a small entity. The City provides a full range of recreational programs including youth/teen and adult activities, and year-round childcare. In the past the City hosted several major community events which attracted visitors from the regional area as well as local citizens, and the revival of these events is being considered. The City's Senior Center provides daily senior programs and activities and sponsors special community events and trips.

Hercules maintains an abundance of open space areas and trails throughout the community, offering the opportunity for spotting various types of wildlife and affording dazzling views of the bay. Hercules also has two community and five neighborhood parks. Refugio Valley Park comprises 66 acres and aligns with a walking trail to the City's Community Swim Center. The five neighborhood parks contain about 32 acres. The City also has approximately 950 acres of open space areas and trails distributed throughout the community. Together the open space areas and city parks account for approximately 1/3 of the total land area within the City. Future plans include redeveloping the historic Hercules Point as a public waterfront park.

Hercules is served by two public school districts: John Swett Unified School District and West Contra Costa Unified School District. Private elementary and secondary schools are also available in adjacent communities. At the post-secondary level, both public schools and private schools in the East Bay provide a variety of high-quality educational opportunities. The City Child Care Program provides before-and-after school day care and pre-school programs.

Hercules is served by two major transportation routes (Interstate 80 and State Route 4). San Pablo Avenue, which bisects the City, is part of the Historic Highway 40, the main artery into town prior to Interstate 80 being built. With recent new growth and regionally implemented growth management plans, future improvements to these transportation corridors are planned. While there are plans for future ferry and train service, Hercules currently has a BART owned Transit Center that offers a variety of transit options that help connect the City to the rest of the Bay Area including WestCat direct bus service to and from the Del Norte BART Station, the LYNX express bus service to and from San Francisco, and an active informal carpool/ride sharing option.

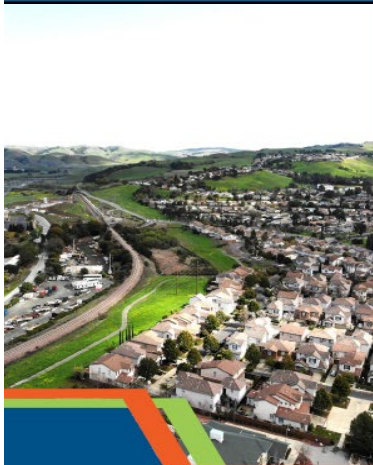


THE ORGANIZATION

The City operates under a Council-Manager form of government. The City Council consists of five members, elected at-large on a non-partisan basis, who serve staggered four-year terms. In December of each year, the City Council conducts a reorganization of the Council at which time the Mayor and Vice Mayor are appointed for one-year terms.

Hercules is a full-service city and provides services through five departments that include Administration, Community Development, Parks & Recreation, Police, and Public Works. Fire services are provided by the Rodeo-Hercules Fire Protection District. City-wide services are delivered with the assistance of 57 full-time staff and a General Fund budget of approximately \$16.8 million for FY 2020-21.

To learn more, go to: www.ci.hercules.ca.us

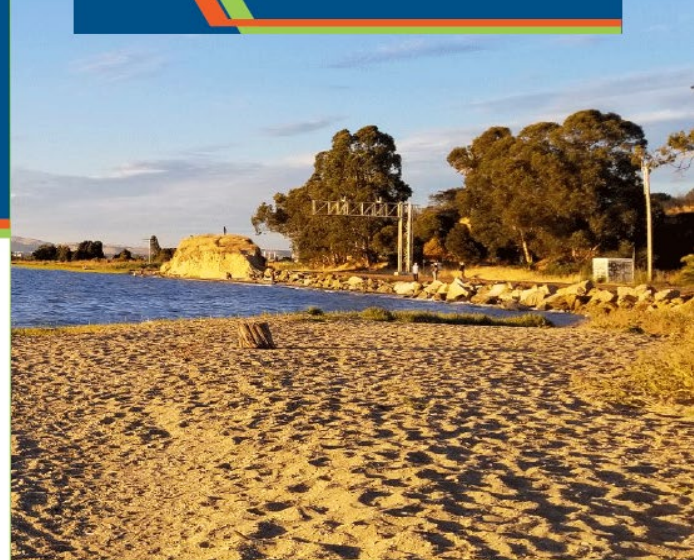


Vision Statement

"The City of Hercules is a richly diverse community, serving as a major transportation hub and a prime destination for the Bay Area. It is built on a sound economic and physical infrastructure, and its residents enjoy public safety, security, well-maintained parks, streets and public facilities. We conduct our work in an atmosphere of trust and respect. We constantly look for better ways to deliver services and always strive for excellence."

As the City's Chief Executive Officer, the City Manager is responsible for ensuring the City organization is focused on meeting the Mission as defined in the Strategic Plan:

Our mission is to lead our diverse community and enhance the quality of life in the City of Hercules, now and in the future. We do this by providing effective, efficient, responsive, and innovative services with integrity and a culture of transparency.



OPPORTUNITIES

The FY2020-21 Budget outlined several key priorities for the City Manager including:

- » Identify and pursue grant opportunities for the Hercules Regional Intermodal Transit Center, including working with our regional partners, advancing the design of the next phases to ensure they are shovel ready, and building support for the project among key constituencies.
- » Ensure the successful build-out of the Waterfront Master Plan and the Bayfront, including guiding the construction and entitlement components of each phase, forming the Waterfront Parking entity; developing the required affordable housing implementation agreement; and working with the developer to ensure the completion of a vibrant and successful transportation-oriented development.
- » Expand the City's Tax Base through new development, including the Safeway center (set to open in April 2021), the currently under construction Willow Avenue Auto Service and Self-Storage center, the Sycamore Crossing development including a hotel and retail components, the Hilltown residential project, and identifying and pursuing other opportunities such as the possible reuse of the Franklin Canyon Golf Course site.

THE IDEAL CANDIDATE

The City Council is seeking an ethical, dedicated public servant who has integrity and fortitude, with strong finance skills, who embraces transparency and open government. The ideal candidate will:

- » Exhibit an engaging style and be an open, honest communicator willing to be available to the Council, community, and city stakeholders.
- » Bring considerable small-medium size city experience in order to embrace innovative strategies to provide an array of municipal services while dealing with the realities of municipal budget constraints.
- » Possess well-rounded city management skills and be comfortable in this small organization, hands-on role. You can be dealing with economic development one moment and transportation funding the next.
- » Be a good listener who knows when to listen, when to add perspective and when to tell the Council, 'no'.
- » Hit the ground running and not be afraid to jump in even if that means making a mistake.
- » Develop, maintain, and understand the importance of strong relationships with city corporate partners.
- » Believe in the city manager's leadership team and their ability to make and own their decisions.
- » Possess the political aptitude to anticipate issues of concern.
- » Help the City maintain focus in order to accomplish meaningful change and not lose momentum despite having various priorities.

EDUCATION AND EXPERIENCE

The ideal candidate will possess no less than five (5) years of increasingly responsible experience performing complex budgetary, financial, policy, and organizational analysis duties. Experience working directly with an elected council or board is preferred. A Bachelor's degree in business, public administration, or a related field is expected, with a Master's degree preferred.



COMPENSATION/BENEFITS

The salary range for the City Manager goes up to **\$250,000**, with starting salary dependent on qualifications and experience. The City offers an attractive benefit package that includes CalPERS retirement.

APPLICATION AND SELECTION PROCEDURE

To be considered for this exceptional career opportunity, submit your résumé, cover letter, and a list of six work-related references (two supervisors, two direct reports, and two colleagues, who will **not** be contacted in the early stages of the process) by **Monday, May 10th**. Résumé should reflect years **and** months of employment, beginning/ending dates, as well as size of staff and budgets you have managed.

Please go to our website to submit your application: <https://www.cpshr.us/recruitment/1776>

CPS HR  CONSULTING

For further information contact:
Pam Derby
CPS HR Consulting
(916) 263-1401
E-mail: pderby@cpshr.us
Website: www.cpshr.us

Resumes will be screened in relation to the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultants. Candidates deemed most qualified will be referred to the City Council. Selected candidates will be invited to participate in further interview and selection activities beginning the latter part of May. An appointment will be made following comprehensive reference and background checks.

Appendix B - Staff Résumés

Pamela H. Derby

Employment History

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

Professional Experience

- Project manager for local government, special district and non-profit executive recruitments. Responsible for all facets of process including proposal interviews, all client meetings, creating marketing and advertising materials, conducting candidate screening interviews and developing finalist candidate interview processes.
- Assisted executive recruiting team in the recruitment of local government and public agency executives.
- Managed staff responsible for addressing escalated customer complaints. Negotiated and mediated pre-litigation settlements with attorneys, state regulators, and other state agencies, involving home improvement loans. Served as department fraud coordinator.
- Provided administrative support to SVP, including drafting correspondence, report writing and special projects as assigned. Supervised department receptionist, responsible for interfacing with vendors and facilities management.
- Provided administrative and research support for private professional lobbying firm. Researched legislative bills, corresponded with professional association members regarding legislative proposals.

Education

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

Paula Adams, M.P.A.

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Director of Airport Administration; Human Resources Director; Employee Relations Manager, Los Angeles World Airport (LAWA), CA

Professional Experience

- Began Directorship during economic decline; executed reducing employee footprint at Ontario Airport by redeploying over 150 employees.
- Initiated the departmental employee development six-week supervisor toolkit course.
- Initiated the bi-annual departmental executive leadership series.
- Lead team in creating new and modifying existing job classifications.
- Executed automating the departmental annual and probationary performance management reviews.
- Co-designed and co-chaired the departmental Wings of Achievement program.
- Testified in six employment litigation cases before a jury where the department prevailed.

Education

- Master of Public Administration, California State University Dominguez Hills, Carson, CA

Andrew Nelson, M.P.A.

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Military Recruiter, United States Coast Guard Auxiliary
- Chief Administrative Officer, Kemmerer, Wyoming
- Transportation Program Manager, Casper Area Metropolitan Planning Organization, Casper, Wyoming

Professional Experience

- Performed remote recruiting activities for Recruiting Office – Denver in Wyoming.
- Developed performance qualification standards (PQS) for Auxiliary recruiters for implementation throughout the nation.
- Determined appropriate staffing levels for all departments, and met frequently with Department Directors to control expenditures and design procurement packages.
- Analyzed data, reports, and expenditures to forecast future revenue and policy implications to programs.
- Planned and executed meetings of the governing body, staff, contractors, and union negotiations.
- Directed the operations of the transportation planning office, which included budgeting, planning, procurement, contract administration, data analysis, and program management for U.S. Department of Transportation programs in the Casper metro area.
- In FY14, streamlined the billing reimbursement process, increasing available cash flow by 10%.
- Redesigned the MPO's procurement process, resulting in the standardization of pre-award timelines, formal advertising, and federal acquisition regulations. Changes in procurement policies saved the MPO \$125,000 in direct expenses in the first six months alone.
- In FY16, led contract and budget negotiations between the transit operator and the City of Casper to reach consensus on cutting services to cover a \$94,000 operating budget deficit. At the same time, received approximately \$775,000 in additional grant funding to complete a capital investment which replaced 30% of the vehicle fleet.

Education

- Master of Public Administration, Brigham Young University, Provo, Utah
- B.A. Political Science, Brigham Young University, Provo, Utah

Veronica Ortiz-Torres

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Director of Customer Success, KeyX Consulting, Sacramento (Remote)
- Deputy Appointments Secretary, Office of Governor Gavin Newsom
- Deputy Appointments Secretary, Office of Governor Edmund G. Brown
- Deputy Director of Digital Education, Department of Technology
- Legislative Experience includes: Office of Assembly Speaker John A. Perez; Asm. Paul Krekorian; Asm. Simon Salinas; Asm. Richard Polanco; Senator Bill Lockyer; and Senator Bill Campbell
- Staff Services Analyst, Appeals Unit, CA State Personnel Board
- Deputy Director - Office of Volunteerism; Executive Appointment - Trade and Commerce Agency; Executive Assistant - Executive Office, Office of Governor Gray Davis

Professional Experience

- Currently work in searching and recruiting potential candidates for positions in technology in the private sector. Recruiting includes outreach, tracking, interviewing and briefing the KeyX Partners on potential candidates as well as onboarding candidates.
- Previously responsible for executive staff recruitment within State government for the Governor's Office. Coordinated appointments of exempt positions in a portfolio consisting of the CA Environmental Protection Agency, Natural Resources Agency, Labor Agency, Department of Veterans Affairs, Governmental Affairs Agency, and Transportation Agency. Responsible for recruiting, reviewing, interviewing and managing candidates for over 1,000 Agency/Department/Board/Commission appointments. Prepared and organized memo's/charts/information for candidates being referred to the Governor for final review and approval. Prepared and presented materials to senior staff and the Governor containing my final recommendations of candidates. Responsible for vetting potential candidates by reaching out to references as well as organizations that might have interest in the Agency or Department.
- Served as a designee for the Trade and Commerce Secretary on the Small Business Board
- Reviewed and analyzed appeals for the State Personnel Board as an Analyst. Responsible for assessment and recommendations to be considered by upper management and the Board.

Maricarmen (Mari) Peoples

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Social Media and Marketing Manager, RPM Resolutions, LLC (Texas)
- Special Assistant to the Secretary, CDCR Office of the Secretary
- Staff Services Manager III, Budget Management Branch, CDCR Office of Fiscal Services
- Staff Services Manager II, Office of Workforce Planning, CDCR Human Resources
- Staff Services Manager I, Office of Offender Services, CDCR Division of Rehabilitative Programs
- Associate Governmental Program Analyst, Planning, Preparedness and Emerging Threats, CalEMA

Professional Experience

- As a member of the CDCR Executive Staff as the Special Assistant to the Secretary, served as the primary policy advisor to the CDCR Secretary on a wide variety of departmental policies such as litigation, policies, procedures, and program direction.
- Oversaw budget for program areas under CDCR's administration and parole operations divisions (approximately \$4 billion in state funds).
- Managed staff that developed and implemented three departmental staff layoff plans for CDCR.
- With her employment background, she brings extensive experience working and maintaining relationships with internal and external stakeholders. This included communications with the media, various statewide associations and nonprofits, Legislative members and staff, the Department of Finance, employee unions, California Department of Human Resources, city and county government, and national organizations.
- Experience with public speaking, speech writing, executive briefings, training development and implementation, and contract negotiations.
- Knowledge and experience with branding, marketing strategy development, social media management, communication management plans, and speech writing.

Education

- B.A., International Relations and Spanish, University of California, Davis

Kylie Wilson, M.B.A.

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Assistant to City Manager, City of League City, TX
- Collaboration Manager, Strategic Government Resources (SGR)
- Assistant Director, City of Baytown, TX
- Supervisor, City of Missouri City, TX
- Facility Manager, City of Georgetown, TX

Professional Experience

- Currently serving as an executive recruiter for the Texas Region to include client engagement, candidate profiling, recruitment marketing strategy, candidate sourcing and outreach, resume screening, interviews, proposal review, and facilitation of candidate selection process.
- Provided analytical, administrative, and management support as a liaison between the City Manager and the department executive leadership team, community leaders, associations, and citizens.
- Audited department operations, applies appropriate research, gathers data, analyzes data and proposes changes for performance improvement. Provided management and oversight to the strategic planning and key programs, projects and processes for evaluating City operations and making recommendations to improve operational effectiveness, and determining resource needs and areas for improvement. Oversees and monitors the city administration office budget.
- Worked directly with executive management teams, elected officials, and human resource personnel, from local, state and federal government entities with their training, development, recruitment, and member relation needs. She managed partnership agreements with various municipal leagues and associations in Texas, Oklahoma, Louisiana, Missouri, Oregon, California, Florida and Colorado.
- Successfully and effectively managed the daily operation municipal departments and provided leadership and mentorship full-time, part-time and seasonal personnel; directly responsible for the planning events, citizen engagement, marketing, promotion, and media relations for all aspects, and also handled the employee recruitment, interviewing, onboarding, evaluation, performance improvement, executive coaching, and disciplinary measures; worked extensively with corporate and community leaders, school districts and elected officials.

- Responsible for the operation, master planning, engagement, marketing, promotion and media relations for all parks, aquatics, recreation, community, and athletic facilities; coordinated all facets for the special events to include obtaining sponsorships, booking entertainment, vendors, purchasing equipment/supplies, developing and distributing promotional information, managing event budgets and reports, site logistics, and coordinating staff/volunteers.

Education and Certifications

- M.B.A., Bellevue University
- B.S., Kinesiology; Sports Management
- Certified Executive Coach, Bellevue University
- Certified Leader & Manager, University of Houston

Professional Affiliations

- Engaging Local Government Leaders
- National Recreation and Parks Association
- Texas Amateur Athletic Federation
- Texas Recreation and Park Society