EXECUTIVE SEARCH

CONTRACT DOCUMENTS

PROPOSALS DUE:  FRIDAY, APRIL 14, 2006
5:00PM PACIFIC TIME
HUMAN RESOURCES DEPARTMENT
1275 MAIN STREET
EL CENTRO, CA. 92243
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CITY OF EL CENTRO
NOTICE OF REQUEST FOR PROPOSAL

EXECUTIVE SEARCH

PROPOSAL DUE DATE: Sealed proposals with offeror’s name and address should be clearly indicated on the outside of the envelope. Proposals will be received at the Department of Human Resources, City of El Centro, located at 1275 Main Street, El Centro, CA 92243, until 5:00 PM Pacific Time, on Friday, April 14, 2006. All proposals must be completed in ink or typewritten.

DESCRIPTION OF WORK: The WORK includes but is not limited to executive search, recruitment services.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled “Executive Search.” The Contract Documents may be obtained at the Department of the Human Resources of the City of El Centro.

PROJECT ADMINISTRATION: All communications relative to this WORK shall be directed, in writing, to the Contract Officer prior to opening of Bid.

Ruben Duran, City Manager
City of El Centro
1275 Main Street
El Centro, CA 92243
Telephone: (760) 337-4540

CITY’S RESPONSES: The City’s responses to questions that may be asked will be provided by Addendum if time permits. No oral comments shall be of any force or effect with respect to this solicitation.

OWNER’S RIGHTS RESERVED: The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the City. The City of El Centro takes no responsibility for informing recipients of changes to the original solicitation document.

Date:____________________

OWNER: City of El Centro

Ruben A. Duran, City Manager

- END OF NOTICE OF REQUEST FOR PROPOSALS -
INTRODUCTION

The City of El Centro is seeking to establish a contract for professional, executive search services to be used on an as-needed basis. The successful Contractor(s) will be conducting nationwide executive searches for such positions as City Manager, Department Directors and any other executive level position, as the City may deem necessary.

The City of El Centro operates under the Council form of government established by government code. The governing body consists of 5 council members.

Pursuant to the City government code, the Manager is charged with the responsibility of the general supervision and direction of the administrative operations of the city. The City's budget for fiscal year 2006 is $77,320,865 and reflects a workforce of 235 employees. The City of El Centro provides all traditional municipal services including police, fire, emergency communications, street maintenance and parks and recreation activities. In addition, the City operates a metropolitan water utility and a city library system.

El Centro is the center of one of Southern California's most promising new commercial and industrial regions. There are two international border crossings nearby for commercial and noncommercial vehicles. Covering 10.75 square miles, it is the largest city in Imperial County. We are located 616 miles southwest of San Francisco, 117 miles east of San Diego and 245 miles west of Phoenix AZ. and just 15 minutes from the international industrial complexes in Mexicali, Baja California. El Centro is accessible via Interstate 8, State Highway 86 and State Highway 111.
SCOPE OF WORK

The Contractor(s) will be expected to provide services in any of the service categories identified below. The Contractor(s) will be expected to perform any and all individual tasks listed within each service category. The recruitment service categories and tasks listed represent the minimum services expected to be performed in any given professional, executive search. In their response to this Request for Proposal, Offerors shall identify other related services that they will provide under each service category, in order to provide for full professional, executive search services. Prior to each search, the City and the Contractor will agree upon the specific recruitment services to be performed for a particular search.

RECRUITMENT SERVICE CATEGORIES AND TASKS

I. Marketing:
   A. After consultation with the City Manager, Human Resources Director, Mayor and Council members (if applicable), prepare a description of the job requirements compensation package and develop an appropriate candidate profile.
   B. Develop a recruitment flyer and brochure that fully describes the requirements of the position, the El Centro community, the City of El Centro organizational structure and the issues/challenges facing the City of El Centro. Recruitment flyers and/or brochures may be required to be full color including photos, if deemed appropriate for the level of the recruitment search.
   C. Develop and implement an aggressive recruitment plan to identify potential qualified candidates, including the preparation and placement of advertisements in appropriate local government magazines, professional journals, publications and all web-based/technology-based forms of communication. The City of El Centro reserves the right to suggest which forms of advertisement are necessary for a particular recruitment.

II. Sourcing:
   A. Source currently employed executive candidates, as well as candidates not affiliated with a current employer.
   B. Review all initial materials submitted by prospective applicants.
   C. Conduct preliminary interviews of those candidates whose background, experience and education best meet the needs of the City of El Centro.
   D. Provide debriefing for the City search committee on candidacy status and materials.
   E. Provide written spreadsheet of all findings.

III. Assessment: (As Needed)
   A. Provide professional expertise in the design of the assessment/selection process.
   B. Upon request, administer the assessment/selection process.
   C. Upon request, participate on-site as an observer during the City of El Centro’s Assessment Selection process.

IV. References/Background Checks:
   Conduct complete and detailed reference and background checks of those candidates who appear to be best qualified for the position being recruited. The background checks shall include a review of the applicant’s technical ability, as well as the applicant’s ability to effectively interact and communicate with the community and co-workers, both publicly and privately. A minimum of three reference checks will be completed and should include a review of past personal and public fiscal responsibility.

V. Consulting:
   Provide, upon request, related consulting services, as may be deemed necessary by the City of El Centro for a particular executive search. Such additional consulting services shall be negotiated at the time of the request for service.

It should be noted that the above categorization and task identifications are not a prescribed recruitment and selection process. It is expected that proposals submitted contain a detailed description of the
proposed recruitment strategy with the understanding that the process used may vary from position recruitment to position recruitment. The process to be used should include the identification of key points in the process and the submittal of progress reports to the City of El Centro as well as identification of key decision points for the City of El Centro.

The City, at its sole option, will reserve the right to direct the consultant to perform only specific and select portions of the search/selection process or to conduct an entire search/selection process. This option will be exercised on a recruitment-by-recruitment basis. Prior to each recruitment, the City shall approve the Contractor’s personnel assigned to a particular recruitment project.

The resulting contract will not be an exclusive contract and the City will reserve the right to use other firms for executive search services, as it may deem necessary.

POTENTIAL EXECUTIVE POSITION CATEGORIES OF SERVICE

The following represents a sample of the type of professional, executive position categories of service for which the City may conduct executive searches:

1. City Manager
2. Police
3. Public Works
4. Fire
5. Planning
6. Finance
7. Library
8. Other

The City is not limited to conducting executive searches in these service areas.
INSTRUCTIONS TO OFFERORS

1. PROPOSAL FORMAT: Original and 3 copies (4 total) of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria. The City will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal.

3. PREPARATION OF PROPOSAL:
A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
E. Periods of time, stated as a number of days, shall be in calendar days.
F. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

4. WHERE TO SUBMIT PROPOSALS: In order to be considered, the offeror must complete and submit their proposal to the City of El Centro Department of Human Resources at the location indicated, or prior to the exact date and time indicated on the Notice of Request for Proposal page. The offeror’s proposal shall be presented in a sealed envelope. The words “EXECUTIVE SEARCH PROPOSAL” with PROPOSAL DUE DATE AND TIME shall be written on the envelope.

5. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

6. INQUIRIES: Any question related to a Request for Proposal shall be directed to the Contract Officer whose name appears on the front side of this document. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal title, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.

7. DISCUSSIONS: The City reserves the rights to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, clarification of any offer to assure full understanding of, and responsiveness to solicitation requirements.

8. CONTRACT NEGOTIATIONS: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price, unless prohibited, of the proposed contract. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
9. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

10. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

11. **LATE PROPOSALS:** Late proposals shall not be considered.

12. **WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

13. **AMENDMENT OF REQUEST FOR PROPOSALS:** The Offeror shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due time and date.

14. **SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the offeror's proposal.

15. **SUBCONTRACTORS:** Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.

16. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.

17. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

18. **PROPOSAL RESULTS:** The name(s) of the successful contractor(s) will be posted on the City of El Centro's website upon issuance of a notice of intent to award or upon final contract execution.
PROPOSAL EVALUATION REQUIREMENTS

1. PROPOSAL EVALUATION CRITERIA - (listed in relative order of importance)

A. Firm & Individual Qualifications. Experience and Expertise – specifically related to similar searches for Executive Searches of public sector organizations in jurisdictions with a population of over 40,000.

B. Method of Approach to Scope of Work

C. Proposed Fee Schedule

2. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

A. Firm & Individual Qualifications, Experience and Expertise: Evaluation will examine the Offeror’s qualifications, experience and expertise in conducting executive searches.

1. Offeror shall provide a brief history of the organization.

2. Offeror shall detail the firm’s experience with executive searches or recruitments completed during the past two years for public sector organizations, specifically including searches for executive level positions of public sector organizations in jurisdictions. In addition, Offeror should identify the number and type of searches presently being conducted and indicate their experience with providing a diverse pool of candidates. Offerors shall identify experience and expertise specific to the Executive Position Categories of Service in Planning, Finance, Human Resources, City Manager, Police, Fire, Economic Development, Library, Public Works and other areas as listed in the Scope of Work. Offerors shall also specify any staff with particular experience and expertise in these areas.

3. Offeror shall provide a list of specific qualifications the Offeror has in supplying the recruitment services listed in this proposal, including any professional designations and affiliations, certifications or licenses, etc.

4. Offeror shall provide a reference list of current and former clients for whom you have provided specifically related to similar searches for Executive Searches of public sector organizations in jurisdictions with a population of over 40,000 including client contact name, agency, address, phone numbers and dates services were provided.

B. Method of Approach to Scope of Work

1. Offeror shall prepare a detailed Method of Approach to the Scope of Work that specifically addresses the recruitment service categories listed (Marketing, Sourcing, Assessment, References/Background Checks, Consulting) and that describes the methodology to be used for recruitments. This section should confirm the Offeror's understanding of the requirements of the Request for Proposal and the Scope of Work. Offeror should clearly outline the recommended approach of the firm in meeting the responsibilities of each defined recruitment category of service, including the individual tasks within each category.

2. Offeror shall provide a detailed description of the proposed recruitment strategy and process that would be used. Offeror shall identify points in the process that progress reports will be submitted to the City as well as identify key decision points for the City. The proposal must also include a chronology of the tasks/events and the estimated time required to execute recruitments. Specifically, the Offeror shall provide a standard completion time for each task identified in each of the service categories, including the
standard turn around time for short-listing candidates from the close of the initial recruitment.

3. Offeror should clearly distinguish tasks that Offeror will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction shall mean Offeror is fully assuming responsibility for all tasks.

4. Offeror must explain how their administrative process will ensure that appropriate levels of attention are given and that work is properly performed in each of the recruitment service categories.

5. Offeror shall submit examples of any deliverables that would be provided within each recruitment service category (i.e. - fliers or brochures created for tasks listed under the Marketing category)

6. Offeror shall submit a schedule of positions and hourly rates for any additional consulting services that may be requested under Scope of Work, Recruitment Service, and Category V - Consulting Services. Offerors shall also clearly define any reimbursable expenses that would be paid directly by the City.

C. Proposed Fee

Offerors shall provide an all-inclusive fee for each Recruitment Service Category, in total, as defined in the Scope of Work. Offeror shall also include a fee breakdown of individual key tasks (as defined in the Scope of Work, as well as any additional tasks specified in the Offeror's proposal). The fees for key tasks will be utilized in those circumstances where the City chooses not to have the successful Contractor(s) perform all services under a given Recruitment Service Category, for a particular Executive Search. For purposes of evaluation, the City shall utilize the all-inclusive fee per Recruitment Service Category.

Offerors shall identify if the fees for categories and tasks vary dependent upon the Executive Position Area (i.e. - City Manager versus Police Chief). Offeror shall justify detail any such variances on the Price Page or submit an attachment with the varying fees.

3. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

D. Prior Experience:
Experiences with the City and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

E. **Exceptions To Contract Terms And Specifications:**

The Offeror shall clearly identify any proposed deviations from the Contract Terms or Specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Offeror’s proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance.

If no exceptions are noted in the Offeror’s proposal, the City will assume complete conformance with this specification and the successful Offeror will be required to perform accordingly.

F. **Multiple Awards:**

To provide adequate and specialized recruitment service coverage, multiple awards may be made. The City may award the contract as a whole, may award by Executive Position category of service or any other means which will provide the City with sufficient contract coverage for all possible executive recruitments.
AGREEMENT BETWEEN THE CITY OF EL CENTRO
AND __________________ FOR
EXECUTIVE SEARCH SERVICES

THIS AGREEMENT, is entered into and effective as of the __________ day of
_________________, by CITY OF EL CENTRO, CALIFORNIA, a municipal corporation,
(hereinafter referred to as “City”), and __________________, (hereinafter referred to as
“Contractor”).

RECITALS

WHEREAS, the City is in need of services to assist with executive search recruitment
services for the El Centro Human Resources Department (hereinafter referred to as “facility”)
located at 1275 Main Street, El Centro, California and to provide labor and management for such
service; and

WHEREAS, the City has found and determined that the most practical and financially
responsible method for providing such service is through the utilization of an independent
Contractor; and

WHEREAS, the City has determined that the Contractor is experienced and qualified to
provide reliable, timely and environmentally sound services described herein; and

WHEREAS, the City finds that entering into this Agreement is in the best interest of the
City of El Centro, California.

NOW, THEREFORE, the parties agree as follows:

1. That the above and foregoing is true and correct and agreed upon.

2. DUTIES OF CONTRACTOR. Contractor shall provide the following services:
A. Any and all supervision, labor, equipment, materials, permits, licenses, and any other resources necessary for the proper performance of the Agreement, except as otherwise indicated in this Agreement.

B. The performance of the services specified in detail in the contract documents, which are attached hereto and incorporated herein.

C. **Workmanship and Supervision.** In performing pursuant to this Agreement, Contractor shall provide the highest quality workmanship available.

   All work shall be performed by personnel directly employed and supervised by the Contractor. Contractor shall provide management and technical supervision as required to implement the work.

   The City Manager (hereinafter referred to as “Project Manager”) or designee shall make inspections to determine Contractor conformity with the specifications as denoted in this Agreement and the adequacy and acceptability of the work being performed.

D. **Equipment.** Contractor shall use and furnish, unless otherwise indicated herein, at its own expense, all labor, equipment and materials necessary for the satisfactory performance of the work set forth in this Agreement.

E. **Security.** Contractor shall comply with the City’s regular security and safety regulations, specifically:

   (a) Contractor shall develop and implement an Illness and Injury Prevention Program (IIPP) for all employees of Contractor at the Facility.

   (b) The use, possession, sale or distribution of drugs or intoxicants by Contractor, subcontractor, or any of their employees while on City premises or while actively representing or performing work for the City is prohibited. It shall be the responsibility of Contractor to prevent such activities and to remove any employee or subcontractor employee
whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of Contractor to comply with this provision may result in termination of this Agreement.

3. SCHEDULE OF PERFORMANCE. The services of Contractor are to be completed according to the schedule set out in the contract documents. Contractor will diligently proceed with the agreed SCOPE OF WORK and will provide such services in a timely manner in accordance with the respective contract documents.

4. COMPENSATION. The total compensation payable under this Agreement shall not exceed ______________________ upon successful completion of search recruitment services unless otherwise previously agreed to by the City. The compensation paid to Contractor includes payment for professional’s services outlined in the proposal.

5. METHOD OF PAYMENT. City agrees to pay Contractor the sum of __________ ______________________ upon completion of search recruitment services for the performance of the services identified in the contract documents. Payments to Contractor shall be made as follows:

a) City shall make a lump upon completion of search recruitment service. Payment shall not exceed ______________________ payable to Contractor in accordance with the invoice submitted by Contractor upon completion of services. If City disagrees with any aspect of the invoice, including amount, percent complete or supporting documentation is disputed. City will notify Contractor in writing within ten (10) days of receipt of invoice. If invoice is not contested, invoice shall be paid within 30 days of date of invoice.

b) Invoices submitted by Contractor in accordance with this schedule shall be paid within thirty (30) days of the invoice date. Invoices shall be sent to 1275 Main Street, El Centro, CA. 92243.
Additional Services: Payments for any services requested by the City during the study and not included in the Contractor services identified in the contract documents shall be paid on a reimbursable basis in accordance with the Contractor’s Standard Fee Schedule attached. These costs will be invoiced and will be paid by the City within thirty (30) days.

6. INDEPENDENT CONTRACTOR. It is understood and agreed that Contractor, in the performance of the work and services agreed to be performed by Contractor, shall act as and be an independent Contractor and not an agent or employee of the City, and as an independent Contractor, shall obtain no rights to retirement benefits or other benefits which accrue to City’s employees, and Contractor hereby expressly waives any claim it may have to any such rights.

7. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

8. INDEMNIFICATION. To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will
apply only in instance where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City’s fault accounts for a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

**Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City.**

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

9. **INSURANCE.** Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in the conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:
a) **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than one million dollars ($1,000,000) per occurrence for all covered losses and no less than two million dollars ($2,000,000) general aggregate. Contractor’s policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of Contractors, subcontractors or other involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

b) **Workers Compensation** on a state-approved policy form provided statutory benefits as required by law with employer’s liability limits no less than one million dollars ($1,000,000) per accident for all covered losses.

c) **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than one million dollar ($1,000,000) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contract shall provide evidence of personal auto liability coverage for each such person.

d) **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages.
Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum twenty five thousand dollars ($25,000) self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than two million dollars ($2,000,00) per occurrence and aggregate.

10. CONFLICT OF INTEREST.

a) A Contractor shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. Contractor shall file a disclosure statement, if required by the City Of El Centro, which shall be filed within thirty (30) days from the effective date of this Agreement or such resolution, as applicable.

No member, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and Contractor agrees not to allow, permit, grant, transfer or otherwise do anything, which will result in such member, officer, or employee of the City from having such interest.

11. ASSIGNSABILITY. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

12. GOVERNING LAW. The City and Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other
arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County if Imperial.

13. MODIFICATION OF AGREEMENT. This Agreement may be modified only by a written amendment signed by both parties hereto.

14. ENTIRE AGREEMENT. This Agreement represents the entire understanding of the parties as to these matters, contained herein. No prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder.

15. NON-DISCRIMINATION. Contractor shall comply with the provisions of Presidential Executive Order No. 11246 of September 24, 1965, and all other orders, regulations and laws governing non-discrimination in employment, including in particular, Section 122 (a) of the State and Local Fiscal Assistance Act of 1972.

16. FORCE MAJEURE. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause, which is beyond the reasonable control of such party (hereinafter called “Forced Majeure”). Force Majeure includes by is not limited to any of the following, if reasonably beyond the control of the party claiming Force Majeure: delays caused by the other Party, war (declared or undeclared), blockades, hostilities, riots, strikes, lockouts or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, or any laws, regulations or ordinances of any government, governmental agency or court having or claiming to have jurisdiction over any part of this Agreement, or any other cause (whether or not of kinds specifically mentioned herein). Notwithstanding anything in this Agreement, Force Majeure does not include Contractor failure to obtain necessary permits, licenses, exceptions, or other authorization required to perform this Agreement.

17. TERMINATION.
a) The City and Contractor shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.

b) If Contractor fails to perform any of it’s material obligations under this Agreement, in addition to all other remedies provided by law, agency may terminate this agreement immediately upon written notice.

In the event of termination, Contractor shall deliver to the City copies of all work papers, schedules, reports and other work performed by Contractor and upon receipt thereof, Contractor shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

**CONTRACTOR:**

**CITY:**

City Manager  
City Of El Centro  
1275 Main St  
El Centro, Ca  92244

18. **TERM.** This Agreement shall be for the period of two (2) years, commencing on ________________ and ending on ________________ unless otherwise terminated or extended, as provided herein. This Agreement may be extended for two (3) additional one (1) year periods upon mutual agreement between CONTRACTOR and the City of El Centro.

19. **PRICE ADJUSTMENT** The City will review fully documented requests for price adjustments after any contract has been in effect for two (2) years. Any price adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best
interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

20. CONFIDENTIAL INFORMATION. All data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

21. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Contractor or any other person engaged directly by Contractor to perform the services required hereunder shall be and remain the property of the City without restriction or limitation upon their use.

22. AUDIT BOOKS AND RECORDS. Contractor shall make available to the City, it’s authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to the City, it’s authorized agents and employees, such other evidence or information as the City may require with respect to any such expense or disbursement charged by Contractor.

23. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

City
City Manager
City Of El Centro
1275 Main Street
El Centro, CA 92243
(760) 337-4540

Contractor

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.
CITY OF EL CENTRO

BY: __________________________
   Ruben Duran, City Manager

ATTEST:

BY: __________________________
   Rita M. Noden, City Clerk

CONTRACTOR

BY: __________________________

NAME: ________________________

TITLE: _________________________

APPROVED AS TO FORM:

BY: __________________________

   A. Office of the City Attorney
RECRUITMENT SERVICE CATEGORIES AND TASKS

I. Marketing

<table>
<thead>
<tr>
<th>Task Breakdown:</th>
<th></th>
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<tbody>
<tr>
<td>Task A</td>
<td>$_________________</td>
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<td>Task B</td>
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<tr>
<td>Task C</td>
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Note: Offeror shall identify fee breakdown of any additional tasks specified in their proposal.

II. Sourcing

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<tr>
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<tr>
<td>Task D</td>
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Note: Offeror shall identify fee breakdown of any additional tasks specified in their proposal.

III. Assessment

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<tr>
<td>Task C</td>
<td>$_________________</td>
</tr>
</tbody>
</table>

Note: Offeror shall identify fee breakdown of any additional tasks specified in their proposal.

IV. References/Background Checks

|                    | $_________________|

(V) Consulting

Offeror to attach a schedule of positions and hourly rates.
OFFER FORM

TO THE CITY OF EL CENTRO:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, agreement and amendments in the Request for Proposal.

For clarification of this offer, contact:

Name: ____________________________

Phone: ____________________________

Fax: ______________________________

Company Name

Address

City    State    Zip

E-mail: ____________________________

Signature of Person Authorized to Sign

Printed Name

Title