

CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of February, 2017, by and between the CITY OF MARICOPA, an Arizona municipal corporation ("City"), and Interim Public Management, LLC, an Arizona limited liability company ("Contractor"), to provide various professional executive level consultants on an as needed basis.

WHEREAS, City desires to retain Contractor to furnish professional services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and

WHEREAS, in procuring these services, the City has complied with the procedures set forth in Section 3-215 of the City of Maricopa City Code.

NOW, THEREFORE, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. CONTRACTOR'S DUTIES: Contractor agrees to provide various executive level consultants on an as needed basis, as more specifically set forth in Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference ("Services").

For each engagement hereunder, a description of the services to be provided, the expected start date, fees and expenses, and other details regarding the services shall be set forth in a schedule to this Agreement signed by the City Manager and IPM. Each of the individuals to be provided by Contractor to perform services shall be referred to herein as a "Consultant" and collectively as "Consultants." If the City is not satisfied with any Consultant, the City may request that Contractor replace such Consultant. Alternatively, Contractor may replace a Consultant if such Consultant becomes unavailable to Contractor for any reason. In such event, Contractor shall endeavor to provide a reasonably sufficient Consultant within 72 hours.

2. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Contractor for its services as follows:

See attached Exhibit B, which is incorporated into this Agreement

In no event, shall the total compensation under this contract exceed THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00). Exhausting the total amount payable for activities described in Section 1 above shall not relieve Contractor of its obligations to perform such services. Should City request additional services beyond those specified in Section 1, Contractor shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Contractor performing the additional services. Costs caused by delays or by improperly timed activities shall be borne by the party responsible thereof. Unless otherwise provided in this Agreement, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.

3. TERM: This Agreement shall be effective upon approval by the City Council and the Contractor. This Agreement shall remain in effect until terminated pursuant to the provisions provided hereunder, otherwise this Agreement shall terminate one (1) year from the effective date of this Agreement. City, in its sole and absolute discretion, may extend this Agreement for four (4) additional one (1) year terms. If the duration of this Agreement is found to be unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time, this Agreement shall terminate.

4. CONTRACTOR BILLING: Contractor shall bill City bi-monthly on a time and expenses basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) days of the date of receipt of the Contractor's invoice.

5. CITY'S STANDARD OF PERFORMANCE: City shall furnish the Contractor with all data, information and other supporting services necessary for Contractor to provide the services provided for herein.

6. CONTRACTOR'S STANDARD OF PERFORMANCE: While performing the services, Contractor and any Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's or Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Contractor shall be responsible for all errors and omissions Contractor or any Consultant commits in the performance of this Agreement that are a breach of this standard.

7. CONFIDENTIALITY: Contractor, and any Consultants or individuals hired by Contractor to perform the services under this Agreement, shall keep any information concerning City matters confidential and agree that they will not make any statement, give an interview or provide any information to any person, corporation or other entity, including without limitation any media source, in relation to the project or the services to be provided under this Agreement without the prior written consent of City. Contractor, and any Consultants or individuals hired by Contractor, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement.

8. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Maricopa
Attn: City Manager
39700 W. Civic Center Plaza
Maricopa, AZ 85138

If to Contractor:

Interim Public Management, LLC
Attn: Tim Pickering
16868 North Stoneridge Court

9. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Contractor shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Contractor shall deliver to City all work in any state of completion at the date of effective termination.

10. SUBCONTRACTORS: Contractor agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Agreement shall create any contractual relations between any Consultant, subcontractor and City.

11. RECORDS: Records of Contractor's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

12. INSURANCE.

12.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter-stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Contractor. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in

full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by City in City's sole discretion) set forth herein protecting City and Contractor. Contractor shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor shall furnish City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

- (a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- (b) Auto Liability - Under ISO Form CA 2048 or equivalent.
- (c) Excess Liability - Follow Form to underlying insurance.

(2) The Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

12.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for

claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability (Errors and Omissions Liability). Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Work performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

13. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Contractor.

14. UNCONTROLLABLE FORCES: City and Contractor shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

15. INDEMNIFICATION:

15.1 By Contractor: Except as otherwise provided herein, to the fullest extent permitted by law, Contractor shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the performance of work under this Agreement by Contractor, or any of Contractor's employees, agents or subContractors, and from all claims by Contractor's employees, subContractors and agents for compensation for services rendered to Contractor in the performance of this Agreement,

notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all grossly negligent acts or omissions, willful misconduct or grossly negligent conduct, whether active or passive, on the part of Contractor or Contractor's employees, subContractors or agents. This section shall survive the expiration or early termination of the Agreement.

15.2 By City: Except as otherwise provided herein, to the fullest extent permitted by law, City shall defend, indemnify, and hold Contractor, its officers and its employees, agents and subconsultants harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with any act or omission of City, or its employees, agents or representatives in implementing the terms of or undertaken in fulfillment of the City's obligations under this Agreement. The City shall also defend, indemnify, and hold Contractor, its officers and its employees, agents and subconsultants harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the acts of Contractor or its employees, agents, or subconsultants while acting within the course and scope of providing services to City under this Agreement; provided, however, that this indemnification shall not apply to any grossly negligent acts or omissions, willful misconduct or grossly negligent conduct whether active or passive, on the part of Contractor. This section shall survive the expiration or early termination of the Agreement.

16. WAIVER OF TERMS AND CONDITIONS: The failure of City or Contractor to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor.

18. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Contractor and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Contractor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Contractor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

19. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights

provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled by Contractor under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such papers.

21. LICENSES AND PERMITS: Contractor represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid. Contractor understands that the activity described herein may constitute "doing business in the "City of Maricopa" and Contractor agrees to obtain any necessary business tax license pursuant to Article 8-1 of the City of Maricopa's City Code and keep such license current during the term of this Agreement. Any activity by subContractors within the corporate city limits, will invoke the same business tax regulations on any subContractors, and Contractor ensures its subContractors will obtain any required business tax license. Failure of Contractor to obtain said permits prior to the commencement of its work shall constitute a breach of this agreement.

22. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Contractor. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of City.

23. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

24. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

25. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

26. AMERICANS WITH DISABILITIES ACT: This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which

mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

27. FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Contractor acknowledges, by signature to this agreement, that: Contractor is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Contractor's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

28. UNDOCUMENTED WORKERS: Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Immigration Warranty. Contractor agrees to assist the City in regard to any random verification(s) performed.

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

The provisions of this paragraph must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

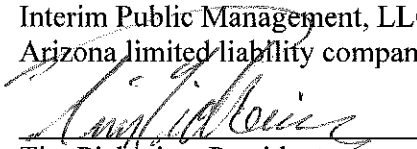
29. NO KICK-BACK CERTIFICATION: Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Contractor's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Contractor hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

30. BOYCOTT OF ISRAEL: In signing this Agreement, Contractor certifies pursuant to ARS §35-393.01 that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel.


IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR:

Interim Public Management, LLC, an
Arizona limited liability company

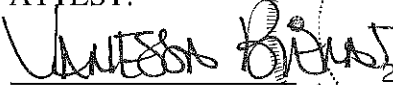

Tim Pickering, President

CITY OF MARICOPA
an Arizona municipal corporation


Christian Price

Mayor

ATTEST:


Vanessa Bueras
City Clerk



APPROVED AS TO FORM:


City Attorney

EXHIBIT A
Request for Statement of Qualifications



39700 W. Civic Center Plaza
Maricopa, AZ 85138
Ph: 520.568.9098
Fx: 520.568.9120
www.maricopa-az.gov

**REQUEST FOR STATEMENT OF QUALIFICATIONS
TO PROVIDE
VARIOUS PROFESSIONAL EXECUTIVE DIRECTOR LEVEL
CONSULTING SERVICE(S)
RSOQ # 17-CM09272016**

INTRODUCTION

The City of Maricopa, through the issuance of this Request for Statement of Qualifications (“RSOQ”), is seeking to secure a Professional Services Consulting Contractor(s) to provide Various Professional Executive Level Consulting Services. The City of Maricopa has identified (but not limited to) multiple service areas where a need may arise for the use of an outside consultant organization(s). Organizations/Companies are eligible to be retained in as many of the service areas for which they express interest and are qualified to perform. Organizations/Companies may also include in their proposals related services or work that are not specifically listed in the RSOQ.

November 9, 2016

**CITY OF MARICOPA
PURCHASING DEPARTMENT
39700 W. Civic Center Plaza
MARICOPA, AZ 85138
(520) 316-6846**



39700 W. Civic Center Plaza
 Maricopa, AZ 85138
 Ph: 520.568.9098
 Fx: 520.568.9120
 www.maricopa-az.gov

INSTRUCTIONS TO OFFEROR

Proposals shall be submitted in a sealed package with “**RSOQ #17-CM09272016 Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa, Arizona**” and the Offeror’s name and address clearly indicated on the front of the package. All proposals shall be completed in ink, word processed, or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Statement of Qualifications (RSOQ).

Proposal Due Date:	Wednesday December 7, 2016
Proposal Time:	5:00:00 PM MST (Arizona Time)
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Kathleen M. Shipman, CPPB, Purchasing Manager
E-Mail:	Kathleen.Shipman@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

OFFER

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

<u>OFFEROR CONTACT INFORMATION - For clarification of this offer contact:</u>	
Name: _____	Email: _____
Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
Company Name _____	Printed Name _____
Address _____	Title _____
City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____

1. Preparation of Proposal:

- a. Telegraphic (facsimile), Mailgram or Electronic proposals will not be considered.
 - b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - d. Periods of time, stated as a number of days, shall be calendar days.
 - e. It is the responsibility of all Offerors to examine the entire *Request for Statement of Qualifications* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
- 2. Inquiries:** Any questions related to the *Request for Statement of Qualifications* shall be directed in writing or via e-mail **no later than five (5) business days prior to the proposal opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered, due to time constraints. Any correspondence related to a *Request for Statement of Qualifications* should refer to the appropriate *Request for Statement of Qualifications Project ID RSOQ #17-CM09272016*, page, and paragraph number. These questions and answers will be communicated to all via a formal addendum to the solicitation, posted on the City website as Q&A Clarifications. However, the Offeror shall not place the *Request for Statement of Qualifications Project ID RSOQ#17-CM09272016* on the outside of any envelope containing questions, since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Statement of Qualifications* due date and time. All offeror's are obligated to become familiar with such questions and answers and to submit or revise their responses accordingly. The City assumes no responsibility for a company/organization's failure to read questions and answers and to revise their responses accordingly. Questions should be directed in writing to Purchasing Manager, Kathleen M. Shipman, CPPB: Fax (520) 568-9098, or via email at kathleen.shipman@maricopa-az.gov
- 3. Interviews Conducted** - The City has the sole authority and discretion to interview all or none of the company's/organizations and or candidates (if applicable) prior to award and will be announced on the City of Maricopa website. <http://www.maricopa-az.gov/web/>
- 4. Due Date and Time** - Separate, sealed RSOQ for the services to be provided must be submitted to the City of Maricopa, 39700 W. Civic Center Plaza, Maricopa, AZ. 85138 prior to 5:00 P.M. (Arizona Time) on Wednesday, December 7, 2016 and then at said office to be publicly opened.



39700 W. Civic Center Plaza
 Maricopa, AZ 85138
 Ph: 520.568.9098
 Fx: 520.568.9120
 www.maricopa-az.gov

5. **Withdrawal of Proposal:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile), Mailgram or Electronic proposals will not be considered.
6. **Amendment of Proposal:** Receipt of an RSOQ Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or with the original submittal document.
7. **Payment:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
8. **Taxes:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
9. **Award of Contract:** Notwithstanding any other provision of this *Request for Statement of Qualifications*, the City expressly reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all proposals, or portions thereof,
 - c. Reissue a Request for Statement of Qualifications,
 - d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - e. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet and,
 - f. The City reserves the right to select none, one (1), or more than one (1) Offeror to provide the required Various Professional Consulting Services.

10. SELECTION SCHEDULE TIMETABLE:

The schedule below is subject to change as indicated below. Please refer to City of Maricopa's website for any updates: <http://www.maricopa-az.gov/web/>

11/9/16	Issuance of RSOQ
11/23/16	Deadline to submit questions/inquiries
12/7/16	Responses to RSOQ due
TBD	Interviews conducted (if applicable)
12/14/16	Selection Committee selects Contractor(s)
12/20/16	City Council meeting to act on approval of contract
12/21/16	Purchase Order Issuance

STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.

2. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible City government customers, shall not be prohibited by this paragraph.

2. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

This contract is subject to the following provisions as stated:

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

ARS §35-393.01; All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted

to prohibit the state from contracting with companies currently engaged in a boycott of Israel. Please refer to Attachment D and complete form as part of your solicitation response.

To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance. As defined by A.R.S. §35-393.01 and explained in Chapter 46, House Bill 2617 and outlined in Exhibit A:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

(a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:

(a) together with other investors that are not subject to this section.

(b) that are held in an index fund.

5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.

6. "Public fund" means the state treasurer or a retirement system.

7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

3. Legal Remedies: All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.

4. Contract: The resultant contract between the City of Maricopa and the Contractor shall include the: (1) RSOQ, including instructions, all terms and conditions, specifications, Scope of Work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the RSOQ. In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RSOQ and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in

writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RSOQ shall govern in all other matters not affected by the written contract.

5. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RSOQ. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RSOQ or any resultant contract.
6. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
7. **Subcontracts:** The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
8. **Indemnification:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or sub consultants, and from all claims by Consultant's employees, sub consultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, sub consultants or agents.
9. **Overcharges by Antitrust Violations:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
10. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable

diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

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

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

- 11. Right to Assurance:** Whenever one (1) party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 12. Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.
- 13. Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 14. Inspection:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
 - a. Waive the non-conformance,
 - b. Stop the work immediately, and or
 - c. Bring material into compliance. This shall be accomplished by a written determination for the City.



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- 15. Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
- 16. Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.
- 17. Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RSOQ are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
- 18. Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RSOQ. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 19. Property of City of Maricopa.** Any information or materials submitted as a response to this RSOQ shall become the property of the City of Maricopa and will not be returned. All submitted materials will be available for public review. The City expressly retains the right to disclose the name of any or all respondent offeror's, their submissions, and any other information that is pertinent to the selection of the Contractor. It is the sole and exclusive responsibility of respondent offeror to exclude proprietary information, trade secrets, or other information, the public disclosure of which may or would cause harm to such party.
- 21. Public Record:** All offers submitted in response to this RSOQ shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. Please refer to the City's website at www.maricopa-az.gov/web for more information.
- 20. Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.
- 21. Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
- 22. Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

23. Per A.R.S. § 35-392, the City is prohibited from purchasing from a company that is in violation of the Export Administration Act.

24. Federal Immigration and Nationality Act (FINA): By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

25.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

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SPECIAL TERMS AND CONDITIONS

Purpose: The Office of the City Manager, with appropriate support from various other City departments is charged with the responsibility of administering Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa. The City Manager's Office has an interest in procuring Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa in conformance with (i) Municipal City Ordinance Section 3-201 through 3-246 "Purchasing", (ii) Arizona Revised statutes, rules and regulations to Title 41, Chapter 23. The Selection/Evaluation Committee (described below) will utilize the Evaluator's Guide for Qualifications Based Selection (QBS) Selection Processes in its deliberations.

The City of Maricopa through the issuance of this Request for Statement of Qualifications ("RSOQ") is seeking to secure Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa. The City of Maricopa has identified (but not limited to) multiple service areas in which a need may arise for the use of outside consultant contractor(s) for Executive Director Level Consulting Services. Contractor(s) will be utilized on an as needed basis. Contractor(s) may also include in their proposals related services or work that are not specifically listed in the RSOQ.

The preliminary proposed general areas of duties and responsibilities of the selected Contractor(s) are more specifically defined in the Scope of Work as outlined on pages 16-18. It is intended that the selected Contractor(s) will work with the City Administration and appropriate designated City officials as necessary to determine and refine the Executive Director Level Consulting Service needs for the City of Maricopa.

Authority: This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

- 1. Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for one hundred twenty (120) days after the opening time and date.
- 2. Term of Contract:** The term of resultant service contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award or terminated by either party, with or without cause, by providing the other party thirty (30) days prior written notice of termination. The City of Maricopa has the option, in the City's sole discretion to renew the contract for four (4) additional one (1) year period. If the contract is renewed, the total length of the contract shall not exceed five (5) years. Any of the one (1) year contract renewals may be unilaterally extended by the City of Maricopa for a period of thirty-one (31) days. Subject to Council approval or until the service is completed, unless terminated, cancelled or extended as otherwise provided herein.



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3. **Proposal Format:** *A total of one (1) unbound original document (label original) and five (5) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RSOQ. Also, if applicable please submit all documents in CD or thumb drive media.*

4. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
 - a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notification to the City.
 - b. If key personnel are not available for work under any resultant contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

5. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Statement of Qualifications for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Statement of Qualifications shall be shown only to City personnel having legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.

6. **Proposal Evaluation Criteria; Contract Award:** The City of Maricopa, designated committee of City Staff and possibly Community Leaders (“Evaluation Committee”) shall evaluate the ability of the Offeror to directly provide the necessary services, identified in the Scope of Work (pages 16-18). All proposals will be determined if responsive and responsible. Evaluated, ranked and awarded (as defined below), based upon the following scored criteria listed below in order of importance:

Organization/Company Capacity, Qualifications and Experience, especially with local governments providing similar Executive Director Level Administrative Consultant services.	25 points
History of past performance (within past five [5] years), and qualifications of various professional Executive Director Level Administrative Consulting services to include recommendations of past and existing clients.**Please note if previous experience with the City of Maricopa.	25 points
Cost/Fee	35 points
Overall conformance for Request for Statement of Qualifications (RSOQ) including proposal format and required responses.	15 points



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Proposals will be evaluated by an Evaluation Panel to assess the Offeror's likelihood of successfully accomplishing a prospective service(s) with assigned consultant(s).

The Evaluation Panel will consider all the material submitted by the Proposer and other information the Evaluation Panel may obtain to determine whether the Offeror is capable of and has a history of successfully completing services of this type. Additional information may include, but is not limited to, data requested by the Evaluation Panel, reference checks, interviews or oral presentations.

For each proposal that is accepted, and award is authorized, in accordance with the City of Maricopa's policies and procedures, a contract for the work will be executed. Until authorization of the award and execution of the contract, the City of Maricopa has no obligation for the cost associated with any work performed.

7. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted at the discretion of the City Manager with Offerors who submitted proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.
8. **Confidential Information:**
 - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.
9. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.
10. **Resultant Contract:** A contract shall be issued between the City and the successful Offeror(s) following award.
11. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred. If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Consultant, then the Consultant shall bear financial responsibility to the City for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the City. By way of example, the Consultant shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Consultant's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Consultant shall not be entitled to Consultant's fee for the excess Cost of the Work.



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- 12. Pricing (Fees, Invoicing and Payments):** The Consultant will prepare and present to the City a monthly itemized invoice for the services actually performed. Upon acceptance of the invoiced services, the City will make monthly payments to the Consultant thirty (30) days after receipt of the invoice. In consideration of the Services to be rendered by the Contractor, the City of Maricopa shall pay to the Contractor all fees and expenses arising pursuant to the terms of each active Schedule. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other clients for similar services under similar conditions and that the prices comply with any and all applicable rules, regulations and laws. The Contractor shall promptly notify the City of Maricopa of such price reductions.
- 13. Liquidated Damages:** Liquidated damages shall be in the amount of one-hundred dollars (\$100.00) for each calendar day of delay.
- If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
- 14. Insurance:** The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
- 15. Licenses:** Contractor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the contractor.
- 16. City of Maricopa Business License:** The successful contractor will be required to have a valid and current City of Maricopa Business License prior to the Notice to Proceed. Please refer to the following for applicable business license downloadable forms to submit with your proposal (If applicable)

Please visit the following for information on Business Licenses:

<http://www.maricopa-az.gov/web/finance-administrativeservice-home/business-licenses>

- 17. Bonds:** If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompany by a certified copy of such agent's authority to act.
- 18. Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any



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resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

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

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

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

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SCOPE OF SERVICES AND REQUIREMENTS

1. **Background and Purpose**

The City of Maricopa is seeking a qualified Consulting Contractor(s) to provide Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa. The consultant(s) will work closely with the City Manager and/or designated City of Maricopa staff. This position will report to the City of Maricopa, City Manager. The City of Maricopa is governed by an elected Mayor and Council, with administration provided by a City Manager.

Maricopa was incorporated in 2003, and is located just sixteen (16) miles southwest of Phoenix and thirty-two (32) miles from Sky Harbor Airport. It has direct southern access to Interstate 8 for travel to the West while bypassing Phoenix Metro area.

Maricopa City limits currently encompass an area of nearly fifty (50) square miles, with a total planning area of two hundred seventy-eight (278) square miles. It has the only AMTRAK station in the greater Phoenix metro area.

Maricopa's proximity to the Greater Phoenix metropolis, coupled with a unique, family oriented ambiance, experienced growth of more than four thousand (4,000 %) percent from 2000 to 2010. Today, the City has over 48,000 in population. With more than forty-eight (48%) percent holding a Bachelor's Degree or higher, these residents both value the small town feel and eagerly welcome quality employment, shopping, entertainment and other amenities.

Maricopa offers a large supply of developable commercial and industrial property with highway access, all of which is located in an Enterprise Zone. The City of Maricopa has a number of tools to best benefit potential projects, including: Industrial Development Authority bonds, participation in their Fast Track Program, or locations in the Redevelopment District with tax incentive opportunities. Funding has been secured for the design and construction of an overpass for State Route 347/John Wayne Parkway. The Estrella Gin Business Park is currently under negotiations for development with Edison Road being extended through the site to Highway 238.

The City also enjoys a rich history including transportation (stage stop for Butterfield Stage coach lines, rail history, first transcontinental air flight stopped in Maricopa to refuel), old west culture, ranching, agricultural and Native American.

Maricopa aspires to build a local economy that is diverse, competitive and successful in the global economy. Our approximately forty-eight thousand (48,000) residents want employment opportunities closer to home and amenities commensurate to a city our size.



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2. General

This Request for Statement of Qualifications (RSOQ) is intended to select a qualified offeror(s) to provide said services on a retained basis for a period of one (1) year or until the end of the City of Maricopa Fiscal Year 2017.

Term of Contract: The term of any resultant service contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award or the City of Maricopa has determined said service (s) is no longer required. The City of Maricopa has the sole discretion to renew the contract for four (4) additional, one (1) year terms subject to Council approval or until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.

3. Scope of Services and Business Specifications:

The City of Maricopa is interested in entering into a contract for Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa, under the direction of the City Manager and appointed City of Maricopa staff.

3.1 The Consultant agrees to provide various consulting services for various professional Executive Director level positions in connection with City projects as directed. Specifically, the Contractor shall provide various services some of which are described below to this Contract, the Consultant's Proposal, which is attached and made part of this Contract.

3.2 Contract Amendments – The City will identify specific professional consulting services on an as-needed basis by issuing a Contract Amendment (also to be served as the Notice to Proceed). Each Contract Amendment will include a specific scope of work, a not-to-exceed cost for included services, a timeframe for providing the services, and a 'Authorized Representative' designated to represent the City for that Contract Amendment.

3.3 The Consultant represents that it is experienced in matters relating to the services described in this Contract/Contract Amendment, that it is capable of performing them within the work deadlines required, and that the officer or officers executing this Contract/Contract Amendment are authorized to do so. Consultant further acknowledges that it is the leader of the design team and is responsible for the Services provided. The City shall be entitled to rely on the Services, documents, and information furnished by the Consultant.

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This Section contains a brief description of the types of services the City of Maricopa expects to be performed, and is not a complete representation of all services that may be required for the Executive Director Level Consulting Service Positions:

<p><u>Areas of Service/Expertise:</u> May include the following categories of projects. Contractors are encouraged to identify and include other relevant areas of expertise in their proposals for Executive Level Director Positions.</p>	
Engineering	
Public Affairs	
Public Works	
Planning	
Human Resources	
Economic Development	
Information Technology	
Parks and Recreation	
Public Safety	
Finance	
Administration	
Other Executive Level Consulting Services Offeror can provide:	
	1. _____
	2. _____
	3. _____
	4. _____
	5. _____

Consultant(s) shall provide all labor, material, equipment, and transportation necessary to perform the services in accordance with the terms, conditions and Scope of Work as defined by this RSOQ. Staff will not allow non-City personnel access to any City-owned equipment and no equipment will be provided under this contract.

4. **City Responsibilities:** The City of Maricopa shall furnish, at no cost to the consultant(s), the following information or services for this contract:
- a. One (1) copy of data pertinent to the work. However, the consultant shall be responsible for research and requesting information required,
 - b. All available data and information relative to policies, standards, criteria, studies, etc., and

- c. Designate the name of a City employee who will service as the Contract Administrator or the City Manager during the term of the resultant contract. The Contract Administrator or the City Manager appointed designee has the authority to administer the contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by the City on any aspect of the resultant work shall be direct to the Contract Manager or City Manager appointed designee.

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PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 2 of RSOQ) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
2. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Statement of Qualifications and must include all the items set forth in this section of the Request for Statement of Qualifications.
3. **Letter of Transmittal (Limit to two (2) pages):** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Request for Statement of Qualifications listed in the Scope of Work.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers), and
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
4. **Offeror Overview (Excluding attachments, limit to four (4) pages):**
 - a. Your organization/company is in what primary line of business?
 - b. Does your organization have at least one (1) office or business presence located in the State of Arizona?
 - c. Discuss the structure of your organization/company. If a private entity, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the organization/company has been in business under the current business name as well as any previous business names, and
 - d. Provide documentation that the organization/company is licensed under the applicable laws of the State of Arizona.
5. **Bonds:** If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance



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pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

- 6. Experience (Excluding attachments, limit to four (4) pages):**
- a. Describe comparable services provided by the offeror to municipalities since 2014 similar in scope to the City's request. Please include the names of the municipalities and contact names, phone numbers and email addresses that you have provided this service.
 - b. How long has your offeror performed these services?
 - c. Please include the resumes of the principles of your offeror along with their experience in the business and their number of years in the industry.
 - d. Please provide an organization chart of your organization.
- 7. Detail responses to the Evaluation Criteria:** Please include detailed information addressing the evaluation criteria as defined in the "Special Terms and Conditions", Pages 11 - 15.

Organization/Company Capacity, Qualifications and Experience, especially with local governments providing similar consultant services.	25 points
History of past performance (within past five [5] years), and qualifications of various professional administrative services to include recommendations of past and existing clients. Please note if previous experience with the City of Maricopa.	25 points
Cost/Fee	35 points
Overall conformance for Request for Statement of Qualifications (RSOQ) including proposal format and required responses.	15 points

- 8. References:** (limit to one (1) page): Include the name, address, telephone number, and email address of five (5) clients for whom similar consultant services have been provided since January, 2011. References must be current, and should be relevant to the required services. Please provide a one (1) line description of consultant services provided with each reference.
- 9. Disclosures of Conflict of Interest:** (Limit to one (1) page): The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.



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10. **Substitute W-9 Form:** Complete and return the attached City of Maricopa Substitute W-9 form (Attachment C).
11. **Cost Summary/Fee Schedule - Proposed Fees/Compensation:** This RSOQ includes a Cost Summary Form provided as an attachment. (Attachment A)

Each offeror must complete the Cost Summary/Fee Schedule Form in the exact format provided. The City may reject any proposal with a reformatted Cost Summary.

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**RSOQ #17-CM09272016 VARIOUS PROFESSIONAL EXECUTIVE
DIRECTOR LEVEL CONSULTING SERVICE(S)
Vendor Submittal Checklist**

- _____ Offer Sheet, Signed
- _____ Table of Contents
- _____ Letter of Transmittal, Signed (limit to 2 pages)
- _____ Offeror Overview (limit to 4 pages)
- _____ Experience (limit to 4 pages)
- _____ Detail response to the Evaluation Criteria (page 12)
- _____ References and contact information
- _____ Disclosures of Conflict of Interest
- _____ Substitute W-9 Form completed (Attachment C)
- _____ License Copies – if applicable. (this is referenced in the Vendor Questionnaire section in Attachment B)
- _____ Cost Summary - Proposed Fee Schedule (Attachment A)
- _____ Debarment/Suspension Documentation (if applicable)
- _____ Participation if Boycott of Israel (Attachment D)



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ATTACHMENT A
COST SUMMARY/FEE SCHEDULE
Vendor Offer / Signature

The Offeror may respond using their own letterhead but shall include, at a minimum the following information to be considered for award of a purchase order including a signature from someone having the authority to bind the vendor to delivery of products or performance of services.

List labor rates per assigned personnel titles for Various Professional Executive Director Level Consulting Service Position Contractor(s) for the City of Maricopa describes as follows:

Key Consultant Titles	Description of Service/Area of Expertise	Hourly Rate/Amount Year 1	Hourly Rate/Amount Year 2	Hourly Rate/Amount Year 3
		11/xx/2016 – 11/xx/2017	11/xx/2017 – 11/xx/2018	11/xx/2018 – 11/xx/2019

***Note:** Hourly rate schedule for years one (1) through three (3), including hourly rates, specialty rates, multipliers, etc. for the various classifications of personnel. Please provide further applicable information if necessary on separate sheet of paper noted accordingly.

1. Optional Prompt Payment Discount, if offered: _____%, Net _____ Days
2. Tax Rate / Amount, as applicable: _____ (Note: this will not be used for sourcing decisions of the City).
3. Optional Comments or Notes, as necessary: _____
4. Authorized Signatory/Offeror: _____



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ATTACHMENT B VENDOR QUESTIONNAIRE

Name of Company/Organization:	
Years in Business providing similar services:	
License No(s) and Type: (Submit a copy with the proposal)	
Number of employees servicing this contract:	
Verifiable References: Include the name, contact person, address and telephone number of five (5) companies or government organizations for whom similar services have been provided. References must be current, and should be relevant to the required services. Provide description of services provided and dates of service.	
Company/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dates provided:	
Description of services provided:	
Company/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dollar value of work:	Dates provided:



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Description of services provided:

Company/Government Agency Name:

Contact Person:	Phone:
-----------------	--------

Address:	E-Mail Address:
----------	-----------------

Dollar value of work:	Dates provided:
-----------------------	-----------------

Description of services provided:

Company/Government Agency Name:

Contact Person:	Phone:
-----------------	--------

Address:	E-Mail Address:
----------	-----------------

Dates provided:

Description of services provided:

Company/Government Agency Name:

Contact Person:	Phone:
-----------------	--------

Address:	E-Mail Address:
----------	-----------------

Dates provided:

Description of services provided:



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Subcontractors: List subcontractor(s) that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name:	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
Debarment/Suspension Information: Has your company or any of its principals been debarred or suspended from contracting with any public entity?: <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", provide in an attachment to this form the contact information for the public entity and state the reason for debarment or suspension, including the period of time for such debarment or suspension.	
Does your company accept electronic payments through: Electronic Funds Transfer (EFT): <input type="checkbox"/> Yes <input type="checkbox"/> No Automated Clearing House (ACH): <input type="checkbox"/> Yes <input type="checkbox"/> No List any additional discounts that may result from paying electronically: _____ % Discount	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile:	
General/Contractor Liability:	
Bonding:	



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**ATTACHMENT C
SUBSTITUTE W-9 FORM**

PART I: Company Information:

1. Name (as shown on Income Tax Return): _____
2. Business Name (if different than above): _____
3. DUNS #: _____
4. Federal employer identification number (or SSN): _____
5. Type of organization (check one):

Individual/Sole Proprietor	Limited Liability Company*
Corporation	*Choose the tax classification
Partnership	Disregarded Entity
Other: _____	Corporation
	Partnership
6. Order Address:

<i>(Order address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip code)</i>
------------------------	---------------	----------------	-------------------
7. Remittance address (if different than above):

<i>(Remittance address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip code)</i>
-----------------------------	---------------	----------------	-------------------
8. Contact person for bid invitations: _____
9. Phone Number: _____ Fax Number: _____
10. Email address of contact person: _____
11. Applicant is a (check one):

Factory Representative	Jobber
Manufacturer	Authorized distributor
Retail dealer	Contractor
Consultant	Other: _____
12. Indicate if the business is registered as a minority or woman-owned company.

Minority-owned	Woman-owned	Not Applicable
----------------	-------------	----------------
13. How long has the company been in business? _____
14. Does applicant currently hold a valid business license issued by the City of Maricopa?

Yes	No
-----	----



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PART II: COMMODITY OR SERVICE DESCRIPTION

1. Commodity/Service description (this section must be completed):

PART III: APPLICANT TERMS AND CERTIFICATION

Terms:

The City of Maricopa may take up to thirty (30) calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).
(NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).

4. The following business ownership classifications are applicable:

Disadvantaged Business Enterprise Ownership Classification **(Select One Only):**

- | | |
|--|--|
| <input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 8 Small Business/Disabled Owner |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001(20)) | <input type="checkbox"/> 9 Minority Woman Owned Business |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)] | <input type="checkbox"/> 10 Disabled-Minority Owned Business |
| <input type="checkbox"/> 4 Woman Owned Business | <input type="checkbox"/> 11 Disabled-Woman Owned Business |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned |
| <input type="checkbox"/> 6 Small Business/Minority Owned | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned |
| <input type="checkbox"/> 7 Small Business/Woman Owned | <input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman Owned |

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

Name (Please print)


Signature

Title (Please print)

Date

<u>INTERNAL USE ONLY</u>	
CC# _____	AUTHORIZATION: _____
FAX: _____	EMAIL: _____ PRINT: _____
REQUESTED BY: _____	

**ATTACHMENT D
PARTICIPATION IF BOYCOTT OF ISRAEL**

	Participation if Boycott of Israel		State of Arizona State Procurement Office 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP#17-FIN081016	PAGE	
	Description: Transaction Privilege Tax (TPT) Auditor Services for the City of Maricopa	OF 1	

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 this form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name			Signature of Person Authorized to Sign	
Address			Printed Name	
City	State	Zip	Title	

SFD Form 202 - Israel Boycott Affidavit



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EXHIBIT A
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

**State of Arizona House of Representatives Fifty-second Legislature Second Regular
Session 2016**

AN ACT

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE
9; RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.**

Senate Engrossed House Bill

State of Arizona
House of Representatives
Fifty-second Legislature
Second Regular Session
2016

CHAPTER 46
HOUSE BILL 2617

AN ACT

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9;
RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.**

(TEXT OF BILL BEGINS ON NEXT PAGE)

EXHIBIT A (CONT'D)
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

1 Be it enacted by the Legislature of the State of Arizona:
2 Section 1. Title 35, chapter 2, Arizona Revised Statutes, is amended
3 by adding article 9, to read:
4 ARTICLE 9. ISRAEL BOYCOTT DIVESTMENTS
5 35-393. Definitions
6 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:
7 1. "BOYCOTT" MEANS ENGAGING IN A REFUSAL TO DEAL, TERMINATING BUSINESS
8 ACTIVITIES OR PERFORMING OTHER ACTIONS THAT ARE INTENDED TO LIMIT COMMERCIAL
9 RELATIONS WITH ISRAEL OR WITH PERSONS OR ENTITIES DOING BUSINESS IN ISRAEL OR
10 IN TERRITORIES CONTROLLED BY ISRAEL, IF THOSE ACTIONS ARE TAKEN EITHER:
11 (a) IN COMPLIANCE WITH OR ADHERENCE TO CALLS FOR A BOYCOTT OF ISRAEL
12 OTHER THAN THOSE BOYCOTTS TO WHICH 50 UNITED STATES CODE SECTION 4607(c)
13 APPLIES.
14 (b) IN A MANNER THAT DISCRIMINATES ON THE BASIS OF NATIONALITY,
15 NATIONAL ORIGIN OR RELIGION AND THAT IS NOT BASED ON A VALID BUSINESS REASON.
16 2. "COMPANY" MEANS A SOLE PROPRIETORSHIP, ORGANIZATION, ASSOCIATION,
17 CORPORATION, PARTNERSHIP, JOINT VENTURE, LIMITED PARTNERSHIP, LIMITED
18 LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY OR BUSINESS
19 ASSOCIATION, AND INCLUDES A WHOLLY OWNED SUBSIDIARY, MAJORITY-OWNED
20 SUBSIDIARY, PARENT COMPANY OR AFFILIATE.
21 3. "DIRECT HOLDINGS" MEANS ALL PUBLICLY TRADED SECURITIES OF A COMPANY
22 THAT ARE HELD DIRECTLY BY THE STATE TREASURER OR A RETIREMENT SYSTEM IN AN
23 ACTIVELY MANAGED ACCOUNT OR FUND IN WHICH THE RETIREMENT SYSTEM OWNS ALL
24 SHARES OR INTERESTS.
25 4. "INDIRECT HOLDINGS" MEANS ALL SECURITIES OF A COMPANY THAT ARE HELD
26 IN AN ACCOUNT OR FUND, INCLUDING A MUTUAL FUND, THAT IS MANAGED BY ONE OR
27 MORE PERSONS WHO ARE NOT EMPLOYED BY THE STATE TREASURER OR A RETIREMENT
28 SYSTEM, IF THE STATE TREASURER OR RETIREMENT SYSTEM OWNS SHARES OR INTERESTS
29 EITHER:
30 (a) TOGETHER WITH OTHER INVESTORS THAT ARE NOT SUBJECT TO THIS
31 SECTION.
32 (b) THAT ARE HELD IN AN INDEX FUND.
33 5. "PUBLIC ENTITY" MEANS THIS STATE, A POLITICAL SUBDIVISION OF THIS
34 STATE OR AN AGENCY, BOARD, COMMISSION OR DEPARTMENT OF THIS STATE OR A
35 POLITICAL SUBDIVISION OF THIS STATE.
36 6. "PUBLIC FUND" MEANS THE STATE TREASURER OR A RETIREMENT SYSTEM.
37 7. "RESTRICTED COMPANIES" MEANS COMPANIES THAT BOYCOTT ISRAEL.
38 8. "RETIREMENT SYSTEM" MEANS A RETIREMENT PLAN OR SYSTEM THAT IS
39 ESTABLISHED BY OR PURSUANT TO TITLE 38.
40 35-393.01. Contracting; procurement; investment; prohibitions
41 A. A PUBLIC ENTITY MAY NOT ENTER INTO A CONTRACT WITH A COMPANY TO
42 ACQUIRE OR DISPOSE OF SERVICES, SUPPLIES, INFORMATION TECHNOLOGY OR
43 CONSTRUCTION UNLESS THE CONTRACT INCLUDES A WRITTEN CERTIFICATION THAT THE
44 COMPANY IS NOT CURRENTLY ENGAGED IN, AND AGREES FOR THE DURATION OF THE
45 CONTRACT TO NOT ENGAGE IN, A BOYCOTT OF ISRAEL.

EXHIBIT A (CONT'D)
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

1 B. A PUBLIC ENTITY MAY NOT ADOPT A PROCUREMENT, INVESTMENT OR OTHER
2 POLICY THAT HAS THE EFFECT OF INDUCING OR REQUIRING A PERSON OR COMPANY TO
3 BOYCOTT ISRAEL.
4 35-393.02. Investment; restricted companies list; notice;
5 immunity; exception
6 A. ON OR BEFORE APRIL 1 OF EACH YEAR, EACH PUBLIC FUND SHALL PREPARE A
7 LIST OF RESTRICTED COMPANIES AND SHALL PROVIDE A COPY OF THE LIST ON REQUEST.
8 B. IN PREPARING THE LIST OF RESTRICTED COMPANIES, THE PUBLIC FUND MAY
9 CONSIDER AT LEAST THE FOLLOWING:
10 1. PUBLICLY AVAILABLE INFORMATION, INCLUDING INFORMATION PROVIDED BY
11 NONPROFIT ORGANIZATIONS, RESEARCH FIRMS AND GOVERNMENT ENTITIES.
12 2. INFORMATION PREPARED BY AN INDEPENDENT RESEARCH FIRM RETAINED BY
13 THE PUBLIC FUND.
14 3. A STATEMENT BY A COMPANY THAT IT IS PARTICIPATING IN A BOYCOTT OF
15 ISRAEL OR THAT IT HAS TAKEN A BOYCOTT ACTION AT THE REQUEST OF, IN COMPLIANCE
16 WITH OR IN FURTHERANCE OF CALLS FOR A BOYCOTT OF ISRAEL.
17 C. THE PUBLIC FUND SHALL NOTIFY EACH COMPANY THAT IS INCLUDED ON THE
18 LIST OF RESTRICTED COMPANIES THAT THE COMPANY IS SUBJECT TO DIVESTMENT BY THE
19 STATE TREASURER AND THE RETIREMENT SYSTEMS.
20 D. IF A COMPANY THAT RECEIVES NOTICE PURSUANT TO SUBSECTION C OF THIS
21 SECTION SUBMITS A WRITTEN CERTIFICATION TO THE PUBLIC FUND THAT IT HAS CEASED
22 ITS BOYCOTT OF ISRAEL AND WILL NOT ENGAGE IN A BOYCOTT OF ISRAEL FOR THE
23 PERIOD OF TIME THAT THE STATE TREASURER OR A RETIREMENT SYSTEM INVESTS IN THE
24 COMPANY, THE PUBLIC FUND SHALL REMOVE THE COMPANY FROM THE RESTRICTED LIST.
25 E. EACH PUBLIC FUND SHALL:
26 1. SELL, REDEEM, DIVEST OR WITHDRAW ALL DIRECT HOLDINGS OF A
27 RESTRICTED COMPANY FROM THE ASSETS UNDER ITS MANAGEMENT IN AN ORDERLY AND
28 FIDUCIALLY RESPONSIBLE MANNER WITHIN THREE MONTHS AFTER PREPARING THE LIST OF
29 RESTRICTED COMPANIES PURSUANT TO SUBSECTION A OF THIS SECTION. ON OR BEFORE
30 AUGUST 1 OF EACH YEAR, THE STATE TREASURER AND EACH RETIREMENT SYSTEM SHALL
31 POST ON THEIR WEBSITES A LIST OF INVESTMENTS THAT ARE SOLD, REDEEMED,
32 DIVESTED OR WITHDRAWN PURSUANT TO THIS PARAGRAPH.
33 2. NOT ACQUIRE SECURITIES OF A RESTRICTED COMPANY AS PART OF ITS
34 DIRECT HOLDINGS.
35 3. REQUEST THAT MANAGERS OF ITS INDIRECT HOLDINGS CONSIDER SELLING,
36 REDEEMING, DIVESTING OR WITHDRAWING HOLDINGS OF A RESTRICTED COMPANY FROM THE
37 ASSETS UNDER ITS MANAGEMENT.
38 F. WITH RESPECT TO ANY ACTION PERFORMED PURSUANT TO THIS SECTION, THE
39 STATE TREASURER, EACH RETIREMENT SYSTEM AND ANY PERSON ACTING ON BEHALF OF
40 THE STATE TREASURER OR THE RETIREMENT SYSTEM:
41 1. ARE EXEMPT FROM ANY CONFLICTING STATUTORY OR COMMON LAW OBLIGATION
42 OR FIDUCIARY DUTIES WITH RESPECT TO CHOICE OF ASSET MANAGERS, INVESTMENT
43 FUNDS OR INVESTMENTS.
44 2. ARE SUBJECT TO TITLE 12, CHAPTER 7, ARTICLE 2 REGARDING IMMUNITY
45 FOR ACTS AND OMISSIONS.

EXHIBIT A (CONT'D)
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

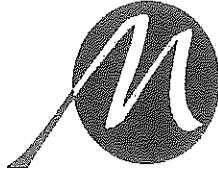
1 3. ARE INDEMNIFIED AND HELD HARMLESS BY THIS STATE FROM CLAIMS,
2 DEMANDS, SUITS, ACTIONS, DAMAGES, JUDGMENTS, COSTS, CHARGES AND EXPENSES,
3 INCLUDING ATTORNEY FEES, AND AGAINST ALL LIABILITY, LOSSES AND DAMAGES
4 BECAUSE OF A DECISION TO SELL, REDEEM, DIVEST OR WITHDRAW HOLDINGS OF A
5 RESTRICTED COMPANY MADE PURSUANT TO THIS SECTION.
6 G. THIS SECTION DOES NOT APPLY TO INVESTMENTS THAT ARE MADE BY THE
7 STATE TREASURER PURSUANT TO SECTION 35-314.01.
8 35-393.03. Severability
9 IF ANY PROVISION OF THIS ARTICLE OR ITS APPLICATION TO ANY PERSON OR
10 CIRCUMSTANCE IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT ANY OTHER
11 PROVISION OR APPLICATION OF THIS ARTICLE THAT CAN BE GIVEN EFFECT WITHOUT THE
12 INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS
13 ARTICLE ARE SEVERABLE.
14 Sec. 2. Legislative findings
15 A. Boycotts and related tactics have become a tool of economic warfare
16 that threaten the sovereignty and security of key allies and trade partners
17 of the United States.
18 B. The state of Israel is the most prominent target of such boycott
19 activity, beginning with the Arab League Boycott adopted in 1945, even before
20 Israel's declaration of independence as the reestablished national state of
21 the Jewish people.
22 C. Companies that refuse to deal with United States trade partners
23 such as Israel, or entities that do business with or in such countries, make
24 discriminatory decisions on the basis of national origin that impair those
25 companies' commercial soundness.
26 D. It is the public policy of the United States, as enshrined in
27 several federal acts, including 50 United States Code section 4607, to oppose
28 such boycotts, and Congress has concluded as a matter of national trade
29 policy that cooperation with Israel materially benefits United States
30 companies and improves American competitiveness.
31 E. Israel in particular is known for its dynamic and innovative
32 approach in many business sectors, and a company's decision to discriminate
33 against Israel, Israeli entities or entities that do business with Israel or
34 in Israel is an unsound business practice making the company an unduly risky
35 contracting partner or vehicle for investment.
36 F. This state seeks to implement Congress's announced policy of
37 "examining a company's promotion or compliance with unsanctioned boycotts,
38 divestment from, or sanctions against Israel as part of its consideration in
39 awarding grants and contracts and supports the divestment of State assets
40 from companies that support or promote actions to boycott, divest from, or
41 sanction Israel."

APPROVED BY THE GOVERNOR MARCH 17, 2016.

- 3 -

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 18, 2016.

EXHIBIT B
Contractor's Response



Interim Public Management, LLC
Response to
City of Maricopa Arizona
Request for Statement of Qualifications
(RSOQ)

#17-CM09272016

**Various Professional Executive
Director Level Consulting Services
Contractor(s) for the City of
Maricopa, Arizona**

December 7, 2016

*Prepared and Delivered by:
Tim Pickering, President & CEO*

Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Telephone: (480) 577-0949
Email: Tim@InterimPublicManagement.com

www.InterimPublicMangement.com



...taking the uncertainty out of transition™



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1. Offer Sheet

**REQUEST FOR STATEMENT OF QUALIFICATIONS
TO PROVIDE
VARIOUS PROFESSIONAL EXECUTIVE DIRECTOR LEVEL
CONSULTING SERVICE(S)
RSOQ # 17-CM09272016**

INTRODUCTION

The City of Maricopa, through the issuance of this Request for Statement of Qualifications ("RSOQ"), is seeking to secure a Professional Services Consulting Contractor(s) to provide Various Professional Executive Level Consulting Services. The City of Maricopa has identified (but not limited to) multiple service areas where a need may arise for the use of an outside consultant organization(s). Organizations/Companies are eligible to be retained in as many of the service areas for which they express interest and are qualified to perform. Organizations/Companies may also include in their proposals related services or work that are not specifically listed in the RSOQ.

November 9, 2016

**CITY OF MARICOPA
PURCHASING DEPARTMENT
39700 W. Civic Center Plaza
MARICOPA, AZ 85138
(520) 316-6846**



INSTRUCTIONS TO OFFEROR

Proposals shall be submitted in a sealed package with "RSOQ #17-CM09272016 Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa, Arizona" and the Offeror's name and address clearly indicated on the front of the package. All proposals shall be completed in ink, word processed, or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Statement of Qualifications (RSOQ).

Proposal Due Date:	Wednesday December 7, 2016
Proposal Time:	5:00:00 PM MST (Arizona Time)
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Kathleen M. Shipman, CPPB, Purchasing Manager
E-Mail:	Kathleen.Shipman@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, organization, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications issued by the City. Any exception to the terms contained in the Notice of Request for Statement of Qualifications must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Statement of Qualifications package issued by the City, **subject to Offeror's Statement of Exceptions to the terms contained in the RSOQ, which is attached to and, by this reference, made a part of this Offer Letter.**

OFFEROR CONTACT INFORMATION - For clarification of this offer contact:	
Name: <u>Tim Pickering</u>	Email: <u>Tim@Interimpbublicmanagement.com</u>
Federal Employer Identification Number: <u>90-0928220</u>	Authorizing Offeror Signature:
Interim Public Management, LLC Company Name	<u>Tim Pickering</u> Printed Name
<u>16868 North Stoneridge Court</u> Address	<u>President & CEO</u> Title
City <u>Fountain Hills</u> State <u>AZ</u> Zip Code <u>85268</u>	Telephone: <u>480-577-0949</u> Fax: <u>NA</u>



**STATEMENT OF EXCEPTIONS BY
INTERIM PUBLIC MANAGEMENT, LLC (“IPM”)**

TO

**REQUEST FOR STATEMENT OF QUALIFICATIONS
TO PROVIDE
VARIOUS PROFESSIONAL EXECUTIVE DIRECTOR LEVEL
CONSULTING SERVICE(S)
RSOQ # 17-CM09272016**

December 7, 2016

Interim Public Management, LLC (a/k/a IPM) (“Contractor”) offers on its behalf to the City of Maricopa the attached proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications issued by the City, subject to Contractor’s exceptions to the terms contained in the Notice, which are set forth in this Statement of Exceptions.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS:

Section 3 (Legal Remedies): Contractor respectfully requests to clarify its understanding that this provision refers to section Sec. 3-244 of the City of Maricopa Chapter 3 Administration ordinances. If it does not, please clarify with Contractor before Contractor can agree to such legal remedies.

Section 8 (Indemnification): Contractor respectfully requests that this Section be amended as follows, with underlined text indicating additions to the text and strikethrough text representing deletions from the text of Section 8 as proposed by the City:

8. Indemnification

a. By Contractor: Except as otherwise provided below, Contractor shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys’ fees, which arise out of, or are is-in any way connected with the performance of services under this Agreement by Contractor, Consultant or any of Contractor’s Consultant’s employees, agents or sub consultants, and from all claims by Contractor’s Consultant’s employees, sub consultants and agents compensation for services rendered in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any and all grossly negligent acts or omissions, willful misconduct or grossly negligent conduct, whether active or passive, on the part of Contractor Consultant or Contractor’s Consultant’s

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



employees, sub consultants or agents. This section shall survive the expiration or early termination of the Agreement.

b. By City: City shall defend, indemnify and hold Contractor, its officers and its employees, agents and sub consultants harmless from and against any and all loss, damage, claim for damage, liability, expense or cost, including reasonable attorneys' fees, which arise from or relate in any way to any act or omission of City, or its employees, agents or representatives in implementing the terms of or undertaken in fulfillment of the City's obligations under this Agreement. The City shall also defend, indemnify and hold Contractor, its officers and its employees, agents and sub consultants harmless from and against all loss, damage, claim for damage, liability, expense or costs, including reasonable attorneys' fees which arise from or relate in any way to the acts of Contractor or its employees, agents or sub consultants while acting within the course and scope of providing services to City under this Agreement; provided, however, that this indemnification shall not apply to any grossly negligent acts or omissions, willful misconduct or grossly negligent conduct whether active or passive, on the part of Contractor. This section shall survive the expiration or early termination of the Agreement.

Section 14 (Inspections): This Section is not applicable to Contractor's services, which typically will not involve specific deliverables, materials or specifications, and thus Contractor does not accept this Section. For a given services engagement, if such a provision is applicable and desired by the City, Contractor will consider including it in the relevant Schedule or Contract Amendment.

EXCEPTIONS TO SPECIAL TERMS AND CONDITIONS:

Section 2 (Term of Contract): Contractor agrees with the term of the contract; however, specific engagements to be entered into during the term of the contract shall be subject to approval of both parties, and there shall be no obligation on either party to enter into a particular engagement, Contract Amendment, or Schedule during the contract term.

Section 12 (Pricing (Fees, Invoicing and Payments)): Contractor respectfully requests the ability to submit invoices semi-monthly, with payments due within 15 days of receipt, as our business is capital intensive and Arizona law requires that Contractor pay its employees within less than 16 days of service. Contractor is not able to certify prices as requested, because our engagements are not easily subject to reasonable comparison due to their highly specialized nature and a large number of variables, such as geography, availability of candidates, interest of candidates, travel, expertise and qualification of candidates, role, size of department, etc.

Section 13 (Liquidated Damages): Contractor cannot accept this provision, as it is not applicable to Contractor's business due to the professional and highly specialized nature of our services. We are happy to discuss further with the City.

Section 17 (Bonds): Contractor respectfully declines to agree to this provision. Performance bonds have not been required of Contractor by the City or by any other city or county in Arizona for interim executive services over Contractor's six years in service. We are willing to discuss with the City should a specific need exist. Contractor's current agreement with the

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

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City regarding bonding states, "The City shall provide all required bonding relating to the performance of Services as set forth herein." To Contractor's knowledge, no such bonds have been provided by the City, indicating bonding may not be required for these services.

Section 19 ([Remedies for Failure to Cure After Notice]): Subsections c. and d. of Section 19 are not applicable to Contractor's services, which typically will not involve specific deliverables, materials or specifications, and thus Contractor cannot accept those subsections. For a given services engagement, if such provisions are applicable and desired by the City, Contractor will consider including them in the relevant Schedule or Contract Amendment.

ADDED Section 20 (Additional Special Terms and Conditions Proposed by Contractor):

- a. **Remuneration of Contractor's Employees:** Contractor shall be responsible for providing proper compensation to its employees and all other Contractor representatives per Contractor's agreed terms in each Schedule or Contract Amendment, and no employee or contractor of Contractor shall be entitled to or have any right to demand salary, wages, benefits, employment or income taxes, reimbursements, workers compensation coverage, retirement, insurance or any other benefit, compensation or remuneration directly from City, whether or not City affords any such payment or benefit to its employees. Notwithstanding the foregoing, if applicable City shall be responsible to pay any alternative pension contributions as required by state law that arise as a result of the Services provided hereunder; City agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any employee of Contractor.
- b. **All or Nothing:** This is an "all or nothing" proposal.
- c. **Authorizations by City:** The City shall ensure that Contractor is included on the City's list of approved vendors for services exceeding \$25,000, the City Council has fully authorized and empowered the City Manager to enter into services agreements, including Schedules or Contract Amendments to this Agreement with Contractor in excess of \$25,000 without further City Council approval.
- d. **Retainer Letters:** Contractor respectfully requests that a retainer letter shall be signed for each search the City wishes Contractor to undertake for an interim services engagement. A sample form for said letter is attached.
- e. **Hiring or Contracting of Interim Resources:** If at any time during the term of the Agreement or the applicable Schedule or Contract Amendment or within one (1) year thereafter the City hires, contracts with or engages in any way, directly or indirectly, with any individual that has been provided by Contractor to provide Services to the City under the Agreement or any Schedule or Contract Amendment thereto to perform any services for or for the benefit of the City (other than through Contractor), the City hereby agrees to pay Contractor an Engagement Fee equal to 20.08% of the annualized salary, fees or other compensation to be paid to or for the

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



benefit of such individual, payable to Contractor at the time of such engagement of such individual's services.

- f. **Arbitration:** In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Contractor and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Contractor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Contractor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.
- g. **Attorney's Fees:** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
Various Professional Executive Director Level Consulting Services Contractor(s)



Sample Retainer Letter



Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
480.577.0949
tim@interimpubliсmanagement.com

<Date>

<Client Representative >

<Title>

<Address>

<<Client>, State, Zip>

Via electronic mail only: <email address of Client Representative>

Dear <Client Representative>,

It was a pleasure talking with you today. Interim Public Management (IPM) is pleased to be able to provide services to the <Client>. By retaining IPM under the terms of this letter to search for an Interim <Title of Position>, the <Client> will receive the following services:

- Up to three confidential interim resumes provided by no later than 15 business days from the date of the signature of this letter in order to meet your preferred start date;
- Access to 100+ pre-qualified and vetted interim department directors and associates, all under confidentiality agreements; and
- Handling of all call-ins and external referrals of potential interims (which eliminates <Client> staff time and allows for a coordinated effort, background searches and vets potential candidates) and related contract administration.

IPM's retainer fee for the above services is \$1,500, payable by the <Client> on net 10-day payment terms. This retainer will be credited to the <Client> should you choose an IPM Associate for interim services. For a period of 30 days after signing this letter and returning it to IPM, you agree that the <Client> will use IPM exclusively for this search.

If the <Client> wishes to retain IPM under these terms, please sign this letter below and email it to me by <Due Date>. After that date, these terms will expire due to the time sensitive nature of the search. Although you are under no obligation to select any IPM associates provided to you

Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
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<Date>

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for interviews, a contracted interim search ensures a coordinated effort, reduces the <Client>'s staff time, and increases the quality and speed of your interim interview process.

IPM appreciates the opportunity to serve the <Client> as we have served many other public entities such as the cities of Goodyear, Glendale and Queen Creek to name a few.

Kindest regards,

Timothy G. Pickering,
President and CEO

The <Client> hereby agrees with the above understanding.

By: _____
<Client Representative, Title, Client>

Date _____

Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
Various Professional Executive Director Level Consulting Services Contractor(s)



3. Letter of Transmittal



Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
480.577.0949
Tim@InterimPublicManagement.com

Arizona's largest local government executive staffing service

December 7, 2016

City of Maricopa, Arizona
Purchasing Department
39700 W. Civic Center Plaza
Maricopa, AZ 85138
Attn: Kathleen M. Shipman, CPPB, Purchasing Manager

RE: LETTER OF TRANSMITTAL RSOQ # 17-CM09272016

Dear Kathleen,

Interim Public Management, LLC (IPM) is pleased to respond to the aforementioned Request for Statement of Qualifications (RSOQ). As set forth in Section 3a. of the Proposal Format and Required Responses of RSOQ, IPM fully understands the products and services being requested in the Scope of Work and is confident in our ability to fulfill these requirements. IPM has been the leader in providing interim executive-level department directors, officers, administrators and managers to Arizona's municipalities since August of 2010. IPM understands that the City needs urgency when providing experienced Arizona IPM Associates during critical times of leadership transition. IPM Associates bring strong reputations of quality and excellence to their interim leadership roles, which is needed during months of change. IPM understands that its Associates should have the experience of previously performing the duties of the needed position for other Arizona public entities. Finally, IPM understands the needs of municipalities and the relationships that must be developed with municipal employees, as the principal owner has served in the capacity of city manager in four municipalities.

We pride ourselves in providing the right resource for the situation at hand. IPM has a long and successful working relationship with the City of Maricopa. It is our belief that upon completion of this RSOQ process, you will find that we not only provide Associates that are experienced in Arizona municipal government operations, we are the best overall source for these services in the State of Arizona. This point cannot be stressed enough, as time cannot be wasted during

Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
Various Professional Executive Director Level Consulting Services Contractor(s)



LETTER OF TRANSMITTAL RSOQ # 17-CM09272016
December 7, 2016
Page 2

interim assignments learning Arizona laws, requirements, regulations, funding sources and agencies. It is our hope that this attribute, in conjunction with the other factors identified throughout this response, will demonstrate to the City of Maricopa that IPM will satisfy the needs of the City identified in the RSOQ.

As requested in Section 3.b of the RSOQ, the name of the person authorized to make representations on behalf of the Offeror is as follows:

Tim Pickering, IPM President and CEO
16868 North Stoneridge Court
Fountain Hills, AZ 85268
Telephone: 480-577-0949
Email: tim@interimpublicmanagement.com

As set forth in Section 3.c of the RSOQ, IPM understands that the individual signing this transmittal letter is authorized to bind IPM to contract with the City.

We hope that you find this response in order. We will make ourselves available to you and the evaluation team at any time for questions or an onsite presentation. Thank you for your consideration.

Kindest regards,

Tim Pickering, President and CEO
Interim Public Management... Arizona's Largest Local Government Executive Staffing Service
480.577.0949
Tim@interimpublicmanagement.com
www.InterimPublicManagement.com



4. Offeror Overview

a. Your organization/company is in what primary line of business?

IPM's only line of business is providing interim department directors, officers, administrators, managers and similar positions to cities and counties, primarily in Arizona.

It is important to also note what IPM does not provide. IPM is not a headhunter focused on having individuals permanently placed in City positions, as this may limit the ability of IPM Associates to do the job at hand. Clients do not have to worry about an Associate trying to not upset anyone, or not doing a job properly because he or she is focused on getting a full time job. As we like to say, our job is to do the job, not get the job. IPM does not provide other consulting services such as organizational studies, strategic planning retreats, or organizational training, which can distract Associates from the task at hand. We provide interim resources that are on site, typically on a full-time basis, working directly with City employees. That is our sole aim and why we are prepared when the City calls and needs an interim tomorrow.

Because we are focused on providing executive-level interims of the highest quality for cities and counties, we have developed a large team of proven professionals we can quickly deploy. The Associates on our team are pre-vetted, sign confidentiality agreements in order to assure our clients' sensitive information is not compromised, and are exclusively contracted and dedicated to IPM thus eliminating conflicts of interest. Every IPM Associate abides by the International City County Management Associations' code of ethics, which prevents ethical concerns.

IPM prides itself on always being ready for your call, with most calls answered immediately or returned within the hour. We perform a 40-question interview of our clients before almost every engagement to ensure we understand the need and provide the right fit for the position. IPM provides up to three resumes of qualified Arizona Associates for the City Manager or Department Director to interview, typically well within a 15-business day time period. Importantly, IPM Associates are ready to start when the City needs them and carry out the duties of the position for as long as the City needs them. This is agreed before the City ever interviews an IPM Associate, so no time is wasted interviewing an interim that can't or won't fulfill the duties. Also, IPM does not provide an experienced Associate to interview, only to let the real work be done by a junior Associate. The City gets the experienced professional they interviewed from the beginning to end of the engagement.

Finally, because our standard client agreement has been reviewed by some of the best municipal attorneys in Arizona, including Denis Fitzgibbons, Tina Vannucci, Bill Sims, Andrew McGuire and Susan Goodwin, we are confident that our services that are needed in such a critical time period will not be held up by a protracted contract negotiation.

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



- b. Does your organization have at least one (1) office or business presence located in the State of Arizona?

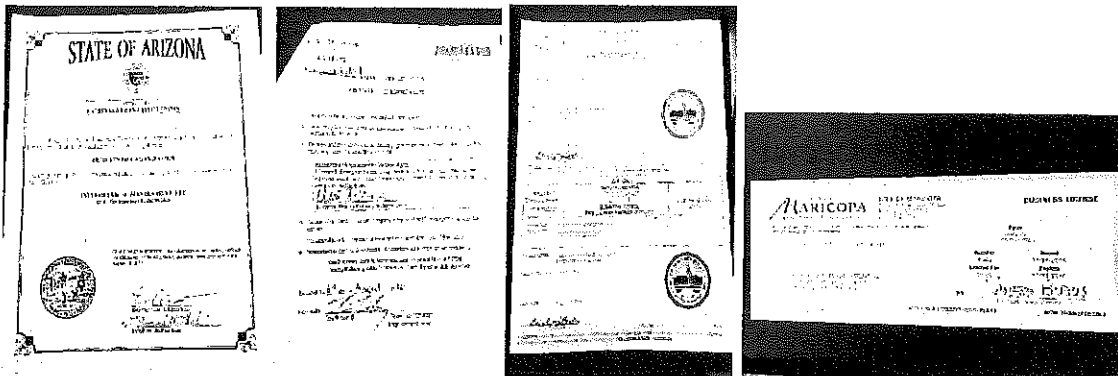
Yes, IPM has two offices. One is located at 16868 N. Stoneridge Ct. in Fountain Hills, Arizona, 85268 and the other is at 1591 Scotts Lane in Pinedale, Arizona 85934.

- c. Discuss the structure of your organization/company. If a private entity, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the organization/company has been in business under the current business name as well as any previous business names.

Interim Public Management, LLC is an Arizona Limited Liability Company and an S corporation for tax purposes. IPM has been in business since August 2010, a little over six years, operating the entire time as Interim Public Management, LLC dba IPM. IPM is owned wholly by Tim and Deanna Pickering.

- d. Provide documentation that the organization/company is licensed under the applicable laws of the State of Arizona.

Below (and also in Attachment B) are IPM's State of Arizona Articles of Organization, Town of Fountain Hills business license, and 2016 City of Maricopa business license. Pinedale, Arizona is in unincorporated Navajo County and does not require a business license.



Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
Various Professional Executive Director Level Consulting Services Contractor(s)



5. Bonds

If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

Not applicable. Performance bonds have not been required of Contractor by the City or by any other city or county in Arizona for interim executive services over Contractor's six years in service. We are willing to discuss with the City should a specific need exist. Contractor's current agreement with the City regarding bonding states, "The City shall provide all required bonding relating to the performance of Services as set forth herein." To Contractor's knowledge, no such bonds have been provided by the City, indicating bonding may not be required for these services.

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



6. Experience

Experience (Excluding attachments, limit to four (4) pages):

- a. Describe comparable services provided by the offeror to municipalities since 2014 similar in scope to the City's request. Please include the names of the municipalities and contact names, phone numbers and email addresses that you have provided this service.

Since 2014, IPM has provided the following interim executive services to Arizona cities and counties:

Arizona City or County	Contact Name and Title	Phone and Email	Interim Positions Provided since 2014
City of Maricopa	Gregory Rose, City Manager	520.316.6811, gregory.rose@maricopa-az.gov	Planner, Assistant Development Director, City Manager, IT Director, Community Services Director, Assistant to the City Manager, Development Services Director, Economic Development Director, and Finance Director.
City of Scottsdale	Brent Stockwell, Assistant City Manager	480.312.7288, bstockwell@scottsdaleaz.gov	Human Resources Consultant
Coconino County	Cynthia Seelhammer, County Manager	928.679.7140, cseelhammer@coconinoaz.gov	County Clerk, Parks and Recreation Manager, Parks and Recreation Director, Engineering Consultant, Audit Consultant, Grants Consultant and Planner.
City of Safford	Horatio Skeete, City Manager	928.432.4012, hskeete@ci.safford.az.us	Planner, Finance Director
City of Show Low	Ed Muder, City Manager	928.532.4015, emuder@showlowaz.gov	Finance Director
Town of Marana	Gilbert Davidson, Town Manager	520.382.1912 gdavidson@marana.com	Public Works Consultant, Engineering Consultant
City of Sierra Vista	Chuck Potucek, City Manager	520.458.3315 Charles.potucek@sierravistaaz.gov	Budget Manager, Economic Development Director, Graphics Artist, Finance Consultant, Human Resources Consultant, Procurement Officer
City of Glendale	Jim Brown, Human Resources Director	623.930.2277 jwbrown@glendaleaz.gov	Human Resources Assistant, Public Works Director, Public Information Officer
Town of Snowflake	Brian Richards, Town Manager	928.536.7103 brian@ci.snowflake.az.us	Community Development Consultant

Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
Various Professional Executive Director Level Consulting Services Contractor(s)



Arizona City or County	Contact Name and Title	Phone and Email	Interim Positions Provided since 2014
Town of Paradise Valley	Kevin Burke, Town Manager	480.348.3533 kburke@paradisevalleyaz.gov	Public Safety Director, Finance Director, Purchasing Officer
Gila County	Don McDaniel, County Manager	928.425.3231 dmcDaniel@gilacountyaz.gov	Human Resources Director, Finance Director
Oro Valley	Chris Cornelison, Assistant to the City Manager	520.229.4723 ccornelison@orovalleyaz.gov	Human Resources Director
City of Goodyear	Brian Dalke, City Manager	623.932.3025 bdalke@goodyearaz.gov	Development Services Director, Finance Director
City of Globe	Paul Jepson, City Manager	928.425.7146 ptjepson@globeaz.gov	Financial Consultant
Town of Queek Creek	John Kross, Town Manager	480.987.9887 jkross@queencreek.org	Chief Financial Officer/Assistant City Manager
City of Casa Grande	Larry Rains, City Manager	520.421.8632 larryr@ci-casagrande.az.us	Police Director, Community Services Director
City of Eloy	Harvey Krauss, City Manager	520.466.9201 hkrauss@ci.elayaz.us	Public Works Director
City of Lake Havasu City	Charlie Cassens, City Manager	928.453.4141 cassenc@lhcaz.gov	Finance Director
Town of Tusayan	Eric Duthie, Town Manager	928.638.9909 tusayantownmanager@gmail.com	Town Manager
City of Surprise	Bob Wingenroth, City Manager	623.526.9006 bob.wingenroth@surpriseaz.gov	Procurement Officer, Planning Consultant
City of Flagstaff	Josh Copley, City Manager	928.213.2081 jcopley@flagstaffaz.gov	Public Works Director
City of Williams	Skylor Miller, City Manager	928.635.4451 smiller@williamsaz.gov	City Manager
Town of Wellton	Larry Killman, Town Manager	928.785.3348 lkillman@town.wellton.az.us	Finance Consultant
City of Page	Crystal Dyches, City Manager	928.645.4241 cdyches@cityofpage.org	IT Director
Navajo County	Jimmy Jayne, County Manager	928.524.4061 James.jayne@navajoz.gov	Human Resources Consultant

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



Arizona City or County	Contact Name and Title	Phone and Email	Interim Positions Provided since 2014
Town of Quartzsite	Jim Ferguson, Town Manager	928.916.7474 citymanjim@yahoo.com	Town Manager
City of Winslow	Steve Pauken, City Manager	928.289.1414 spauken@winslowaz.gov	Police Director
Town of Sahuarita	Kelly Udall, Town Manager	520.822.8818 kudall@sahuritaaz.gov	Public Works Director
Town of Florence	Brent Billingsley, Town Manager	520.868.7558 Brent.billingsley@florenceaz.gov	Finance Director
City of Tucson	Joyce Garland, CFO/Assistant City Manager	520.837.4091 Joyce.garland@tucsonaz.gov	Finance Director
Yuma County	Susan Thorpe, County Administrator	928.373.1010 Susan.thorpe@yumacountyaz.gov	General Services Director

Interim Public Management (IPM) has been a provider of executive-level interim personnel (Associates) to Arizona municipalities since August of 2010. We have facilitated numerous client engagements during that time, and more than 60 since 2014 as detailed above. We have demonstrated our ability to provide the right Associate for the job at hand.

b. How long has your offeror performed these services?

Over six years. Throughout this time our clients have continued to be exceedingly satisfied with our services. Here is a sample of quotes from our clients:

“IPM changed my life from Hell to Heaven with just phone call.”

Margie Brown, Retired City Clerk, Flagstaff, AZ

“The IPM Associate did a great job for us, and we feel very fortunate to have had his experience over the past several months. Thank you for everything you did to find him for us!”

Stacey Lemos, Finance Director, Town of Oro Valley, AZ

“I want to thank you for providing your Associate to the Town of Paradise Valley as our Interim Finance Director. He really helped the Town in its moment of need. He did a great job and got us through the transition and creation of the FY16 Budget.”

Kevin Burke, Town Manager, Town of Paradise Valley, AZ

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“The IPM Associate led the Visioning Maricopa 2040 initiative for me and did just an outstanding job.”

Gregory Rose, City Manager, City of Maricopa, AZ

“The Associate was expedient, courteous, complete and (provided) satisfactory responses to all inquiries and issues. A wonderful personality, education, experience, dedication, and commitment to doing a superb job.”

Tina M. Abriani, Town Clerk

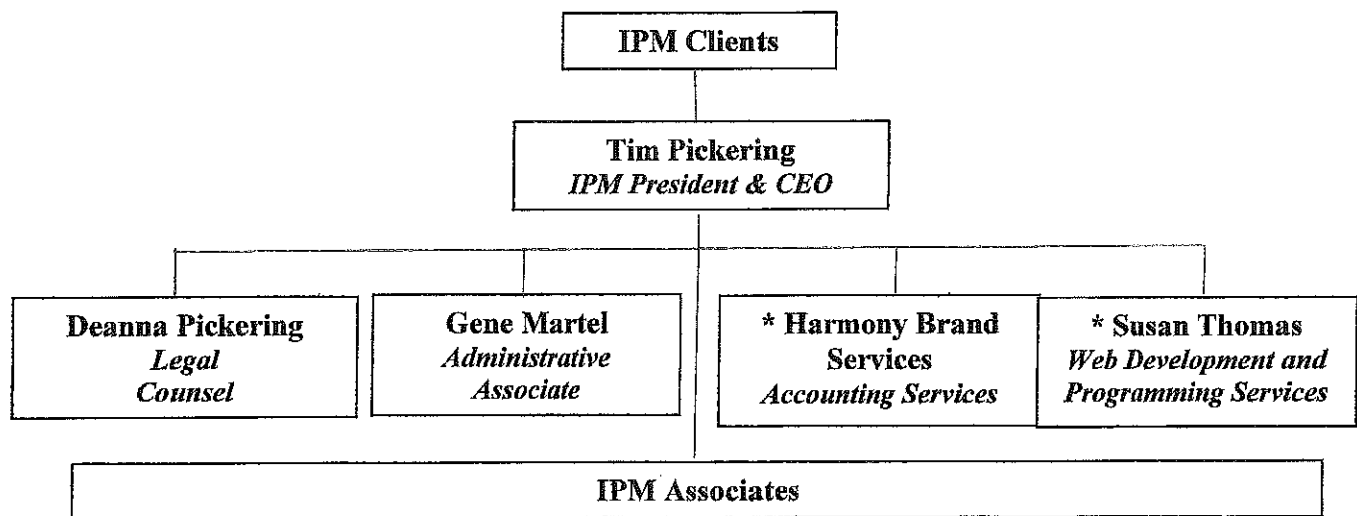
- c. Please include the resumes of the principles of your offeror along with their experience in the business and their number of years in the industry.

Please find as Attachments resumes for each of the company principals:

- Tim Pickering, Owner, President & CEO – City and organization management for 20 plus years, Arizona Local Government Executive staffing 6 plus years;
- Deanna Pickering, Owner and General Counsel – Business contracts for 23 years; and
- Gene Martel, Administration Associate and right hand man – IT services nearly 40 years, Arizona Local Government Executive staffing for 3 years.

- d. Please provide an organization chart of your organization.

Interim Public Management Organizational Chart
December 7, 2016



** Contracted services. All other individuals and Associates are employed by IPM.*



ATTACHMENT - IPM Resume - Tim Pickering:

TIMOTHY G. PICKERING
ICMA Credentialed Manager (ICMA-CM)
16868 North Stoneridge Court • Fountain Hills, Arizona 85268
480.577.0949
Tim@InterimPublicManagement.com

EXECUTIVE SUMMARY

Over two decades of C-level management experience working for cities and running own local government executive staffing company.

EXPERIENCE

President and CEO, Interim Public Management, LLC, Arizona (August 2010 to Present)
Founder/owner of firm providing interim senior level personnel to cities and public organizations in Arizona. The President and CEO is responsible for all marketing activities, relationship development, contract negotiations, and managing personnel.

Key Achievements

- Provide and manage interim city manager, economic developers, financial experts and all other senior level local government management positions.
- Created and implemented successful business plan.
- Provided services to 33% of cities and 25% of counties in Arizona.

President and CEO, Salt River Devco, Scottsdale, Arizona (April 2008 to March 2010)

Position Profile: Operated complex commercial development and asset management company owned by a Native American community that involved developing 108 acres under 65-year land leases, building offices and hotels, ensuring positive relations with all tenants, obtaining project financing and operating an outdoor advertising sign division. Salt River Devco has a \$26M operating and capital budget for 2010, owns and operates a 1,000-employee business park with 370,000 sq feet of office and conducts business under its parent company, the 1,800-employee Salt River Pima Maricopa Indian Community. The position serves on and reports directly to the nine members appointed Board of Directors. The President and CEO is responsible for hiring, motivating, and dismissing twenty employees and consultants.

Major Accomplishments at Salt River Devco:

- **Negotiated Marriott's first hotel in U.S. on tribal land.** This 156-room, \$21M management agreement negotiation was complex including overcoming sovereign immunity, employee preference and funding hurdles. Obtained \$12M by negotiating a tax increment financing package.
- **Selected as Fender's world headquarters site and preferred developer.** This 150,000-sq. foot office on 15 acres would house the guitar maker's corporate headquarters.
- **100% tenant retention during down economy.** As Phoenix's vacancy rate climbed to over 25%, proactive customer service, tenant appreciation, and aggressive cost cutting programs kept all tenants from leasing space elsewhere.
- **Obtained approval of 83-acre master and traffic plan** blessed by ADOT and Scottsdale allowing pro forma calculations and cash flow projections on build-out schedules and increasing land values.

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Town Manager, Fountain Hills, Arizona (September 2002 to November 2007)

Position Profile: The Town Manager is the chief administrative officer of the government in Fountain Hills who oversees 125 FTE's including contract employees and twelve direct reports. Fountain Hills had a 2007 operating and capital budget of \$31M. Bordering Scottsdale, it has a population of 25,000 highly educated and successful residents and a high season population of 35,000. The position is the economic development director, chief financial officer and the primary media contact. I served as a Board Member on both the Greater Phoenix Economic Council (GPEC) and the Maricopa Association of Governments (MAG) The Town Manager reports to the Town Council, which is a six-member body with an at-large elected Mayor.

Major Accomplishments in Fountain Hills:

- **Created economic development department and relocated retailers.** Developed Town's first ED department focusing on business retention, improving permit and licensing approval times, and developing community marketing materials. Program resulted in more than 40 commercial developments including facilitating retail, hotel and office projects during my tenure.
- **Annexed State Trust Land.** First town in Arizona to complete a successful annexation of State Trust Land under administration. Hired key consultants, worked with the State on amending the Town's General Plan, coordinated community open houses, and negotiated with the State Land Commissioner to annex 1,300 acres of State Trust land. Process resulted in \$110M sale – at the time, the second largest auction in Arizona history.
- **Reversed downward financial spiral.** Within three months of arriving on the job prepared an activity based costing analysis in nine business days to solve one-third of the Town's budget deficit. This action reduced the organizational size by one-third while keeping vital service levels intact, consolidated the number of departments – resulting in a better employee-to-manager ratio – and eliminated the deficit.
- **Planned, financed, designed and built Town Hall office building.** Managed entire project beginning with determining funding package, selecting architect and general contractor, to designing floor plan, value engineering building, overseeing construction and selection of FF&E. Project came in on time and within 10 percent of original budget.
- **Guided a Town from a dysfunctional political situation and bleak financial outlook** to being named by *Phoenix Magazine* in May 2006 as the best place to live in the Valley.
- **Exhibited business acumen by completing a financial analysis** to stabilize the community's revenue base for 20 years while construction revenue shrinks. Presented financial options to constituents resulting in a better educated constituency. Worked with citizen group to champion needed funding structural changes.
- **Negotiated \$70M resort and conference center entitlements** including completing development agreement, project density and granting variances.

City Manager, Olivette, Missouri (January 1997 to May 2002)

Position Profile: Olivette is middle to upper class suburb in the St. Louis metropolitan region with a diversified, well-educated population of 7,500 and is home to a 7,500-employee industrial park. In FY 2001-02, the City had a budget of \$7.9 million and 78 full-time employees. As a result of its quality neighborhoods, top rated schools, low crime rate and available re-developable land, the City experienced considerable residential and business reinvestment. The City Manager is the organization's chief administrative officer and sits on the Planning Commission.



Major Accomplishments in Olivette:

- **Facilitated second largest economic development project in Missouri in 1999** by using tax abatement incentive bonds. An industrial property, which sat vacant for four years, was converted to a 1,500-employee call center. Received other taxing bodies support and wrote incentive policy to secure project.
- Coordinated **architectural guidelines** adoption process ensuring quality and upscale developments.
- **Improved relationships with the business community** by initiating business retention meetings with key businesses, hosting business appreciation outings, and improving relations with the Chamber of Commerce. Overall satisfaction of new businesses locating in Olivette rose 20%.
- **Spearheaded significant economic development** including rehab projects (204,000 sq. ft. Falcon Products building and 200,000 sq. ft. Firststar Mortgage service center) and new businesses (55,000 sq. ft. Murphy Company headquarters, 14,000 sq. ft. Helmkamp Construction headquarters, 15,000 sq. ft. Renaissance Financial headquarters, and 30,000 sq. ft. floral distribution warehouse).
- **Built an industrial connector street** joining two industrial parks that had been on the drawing board for 30 years. Rebuilt 41 private subdivisions streets costing over \$3M by utilizing Neighborhood Improvement District (NID) bonds. New home construction rose because of this project.
- **Fostered a strong relationship with the business community** by initiating business retention meetings with key businesses, hosting business appreciation outings, and improving relations with the Chamber of Commerce. Overall satisfaction of new businesses locating in Olivette rose 20%.
- **Developed innovative ways to achieve goals**, e.g., applying for and capturing a \$669,000 grant for a bike trail to encircle city and connect all city parks.
- **Property values rose 40%** during tenure and development increased 480% over last three years.

Director of Economic Development, City of Collinsville, Illinois (October 1991 to January 1997)

Position Profile: Collinsville is a growing community of 25,000 residents located near St. Louis. Home of Gateway Convention Center, a hospitality district with over 1,000 hotel rooms, and Fairmount Horse Race Track, the city had a \$24.4 million budget in FY 1996, an active \$5.2 million Tax Increment Financing (TIF) redevelopment area, 126 full-time employees, and 45 part-time employees. The city provided water and sewer utilities. I served as Economic Development Director, Budget Officer, TIF Administrator, Planning Commission Liaison, and for nine months as the City's Interim City Manager.

Major Accomplishments in Collinsville:

- **Increased sales tax revenue by 25%** using incentives to attract businesses and working closely with convention center and tourism industry to improve hospitality district.
- **Started City's first economic development office.** Assembled site locations and database. Built relationships with real estate community, convention center, regional economic development agencies, and site selectors. Negotiated TIF incentives and was main contact for all development.
- **Developed business retention and expansion program** and received Illinois Department of Economic Development grant to conduct survey and provide instructional training seminars for fifty community volunteers. Improved relationships with the City's largest businesses.
- **Coordinated economic development planning retreats** bringing constituents of the city, regional economic development agencies, school, and county together for long-range planning of the community's economic future. The end product was the passage of an ordinance to re-zone 1,500 acres into a business park specifying design guidelines.
- **Located four hotels**, adding over 500 rooms to hospitality district.
- **Facilitated annexation of the 861-acre Cahokia Mounds** – largest archeological site in N. America.



PROFESSIONAL INVOLVEMENT AND INTERESTS

- International City/County Management Association – Credentialed Manager since inception (2002)
- Arizona City Management Association – Board Member, 2004-2007
- Maricopa Association of Governments – Management Board Member, 2002-2007
- Valley Leadership Board of Directors, 2010
- Greater Phoenix Economic Council – Board Member, 2003-2007
- International Economic Development Council since 1998 – CECD since 1999
- National Association of Industrial and Office Properties since 2008
- Enjoy playing music and golfing

EDUCATION

GRADUATE STUDY

MASTERS OF PUBLIC ADMINISTRATION

School: Southern Illinois University, Edwardsville, IL
Graduated: March 1990
Emphasis: Municipal Administration, Economic Development
Honors: Dr. Leo Cohen Urban Management Award

UNDERGRADUATE STUDY

BACHELOR OF SCIENCE DEGREE

School: Southern Illinois University, Carbondale, IL
Graduated: May 1988
Major: Administration of Justice
Emphasis: General Business Administration, Political Science
Honors: Four-time appearance on Dean's list

CONTINUING EDUCATION AND LEADERSHIP PROGRAMS

VALLEY LEADERSHIP CLASS XXVI

Description: A yearlong leadership class that develops citizen leaders for the Phoenix region. Monthly classes emphasize a better understanding of the metropolitan area including art, education, homelessness and correctional programs.
Dates: September 2004 to June 2005

HARVARD UNIVERSITY

Description: A month-long program for senior executives in state and local government held in Cambridge, Massachusetts and focusing on negotiations, crisis management and overall management principles.
Dates: July 2004

ECONOMIC DEVELOPMENT INSTITUTE

Description: The University of Oklahoma's week-long immersion over a three-year period to learn all aspects of economic development, including marketing, financing and business attraction; held in Indianapolis requiring a thesis for graduation. This is the precursor to becoming a Certified Economic Developer (CED).
Dates: April 1995, April 1996, April 1997



ATTACHMENT - IPM Resume – Deanna Pickering:

Deanna Pickering, Esq.
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Mobile (602) 684-7955
Email deannapickering@cox.net
Member of Arizona Bar since 1993

EXECUTIVE SUMMARY

Experienced general counsel with broad, high-level in-house counsel experience, specializing in growing tech companies and municipal services. Effective at balancing legal requirements against the needs of the organization, ensuring strong business performance in compliance with applicable laws and regulations.

PROFESSIONAL EXPERIENCE

Interim Public Management, LLC **General Counsel**
Fountain Hills, Arizona
August 2010 to present

Interim Public Management presents a turnkey solution that addresses the immediate management needs of local government and public organizations by providing seasoned interim city, town and county managers, and department directors to great organizations.

Notable Accomplishments:

- Drafted and maintain key dynamic form agreements for use with municipality clients and individual associates
- Serve as a valued advisor to the executive team and routinely advise on legal matters
- Routinely, successfully negotiate with municipalities to reach win-win agreements for interim services engagements
- Ensure company compliance with statutes and regulations, resulting in zero violations

Infusion Software, Inc. **General Counsel**
Chandler, Arizona **Member of Executive Team**
May 2014 to present

Infusion Software (Infusionsoft) is leading the modern small business success movement. Unlike other software providers, Infusionsoft is solely focused on small business and provides one powerful sales and marketing solution. Combining CRM, marketing automation, and e-commerce and payments solutions with a vibrant marketplace of apps, integrations and partners, Infusionsoft helps small businesses scale their sales and marketing and accelerate growth.

Notable Accomplishments:

- Manage outside counsel relationships with Fenwick & West, Littler Mendelson, and specialty, out-of-state, and foreign firms as needed
- Serve as a valued advisor to and, since June 2016, member of the executive team
- Routinely advise the Board of Directors, department heads and other managers on legal matters

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- Supervise small legal staff, keeping legal costs well below market, and serve as a senior leader for finance, legal & accounting group within the company
- Handled in-house legal work and company-wide due diligence effort for \$55 million investment round, contributing significant work product and coordinating work from outside counsel and management
- Resolved approximately five litigation matters to client's satisfaction; kept litigation to minimal levels through proactive intervention, win-win approach to negotiation of disputes, and strong legal connection with management at all levels
- Manage corporate presence in Delaware, Utah and Arizona
- Manage legal and administrative aspects of stock option plan
- Handled legal aspects of several debt restructuring transactions, including due diligence reviews as well as negotiation of and compliance with complex debt and security agreements
- Partner with human resources leadership daily to proactively address compliance and evangelize best practices to management, and to employment agreements and related documentation
- Led annual priority that increased compliance awareness of employee base and leadership
- Spearheaded reduction-in-force action in the U.S., ensuring compliance with applicable processes and regulations and no litigation
- Ensure company compliance with statutes and regulations

Lumension Security, Inc.
Scottsdale, Arizona

Vice President, General Counsel
Vice President, Corporate Counsel

August 2008 to present

Lumension Security, Inc. is a global leader in endpoint management and security, developing, integrating and marketing security software solutions. Headquartered in Scottsdale, Arizona, Lumension has operations worldwide, including Ireland, Luxembourg, Singapore, the United Kingdom, Australia and numerous U.S. locations. Generalist responsible for managing outside counsel, contract preparation and negotiation, corporate governance, commercial leases, licensing and intellectual property, mergers and acquisitions, compensation and compliance.

Notable Accomplishments:

- Manage outside counsel relationships with DLA Piper, Snell & Wilmer, Littler Mendelson, Greenberg Traurig and specialty, out-of-state and foreign firms as needed
- Serve as a valued advisor to the executive team and routinely advise the Board of Directors, department heads and other managers on legal matters
- Routinely, successfully negotiate with Fortune 100 companies, such as Dell, Microsoft and Hewlett-Packard, protecting company interests and gaining competitive advantages in coordination with business owners
- Draft, negotiate, approve and manage well over 100 agreements per year with vendors, partners and customers, supporting domestic and international operations
- Collaborate with executive team to evaluate twelve potential M&A transactions, completing three, as well as vendor purchases and finance and client agreements

Resume of Deanna Pickering, Esq.

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- Handled company-wide "due diligence" response to 2,000-item diligence list, contributing significant work product and coordinating responses from management
- Resolved approximately 10 pre-existing litigation matters to client's satisfaction
- Manage corporations in Delaware, Luxembourg, Ireland, the UK and Singapore
- Standardized annual meeting and shareholder vote processes for complicated ownership structure
- Completed comprehensive Rule 506/701 options compliance analysis dating to 1999
- Created stock option and restricted stock plans and associated processes and forms
- Helped negotiate real property leases and sub-leases in Arizona, Utah, Florida, Texas, Pennsylvania, and Virginia, as well as Ireland, Luxembourg, Singapore and the UK
- Negotiated agreements for build-out of corporate headquarters in Scottsdale
- Manage and negotiate all major technology (OEM) partner licensing agreements, resulting in millions in revenues
- Strategized and collaborated with outside counsel in patent infringement lawsuit, re-examination and settlement; netted license fees of 6% of annual company revenues
- Draft executive employment bonus plans, employment agreements and amendments, working with outside counsel to remedy possible tax issues
- Spearheaded reduction-in-force planning in the U.S., Luxembourg and Ireland, ensuring compliance with applicable processes and regulations and no litigation
- Create and deliver contracts training to sales staff and company managers, improving negotiation and compliance abilities
- Ensure company compliance with statutes and regulations, including anti-bribery and industry-related issues such as exportation of encrypted software; zero violations

Pickering Law Office, PLLC
Fountain Hills, Arizona
August 2007 to August 2008

Managing Member

Specialized practice with corporate/commercial business law focus. Key engagements included:

- Represented business founder in transition from employment paired with majority ownership of participating stock to retirement paired with minority ownership of dividend-producing non-voting stock
- Represented minority share owner in release and buyout transaction
- Represented engineer/inventor in negotiations with customer who requested product development and in strategy sessions with IP counsel regarding client's IP rights in product, helping client determine marketability of product
- Represented LLC owners through sale of interest to new partner and negotiating and papering the eventual buyout of that partner's interest
- Collected \$40,000 owed pursuant to a business agreement
- Formed limited liability companies for several clients

Direct Alliance Corporation
Tempe, Arizona
August 2004 to July 2007

Director, Business Development Services
Corporate Counsel

Direct Alliance (now Revana) provides outsourced services, such as sales, marketing, customer analytics and order processing, for corporate clients. Its client base includes IBM, Toshiba, SAP,

Resume of Deanna Pickering, Esq.

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Microsoft, Lenovo, Sony, Ricoh, Panasonic, Xerox, Polaroid, and Travelex. Formerly a subsidiary of Insight Enterprises, Inc., Direct Alliance was purchased by Denver-based TeleTech Holdings, Inc., a publicly held company with \$1 billion in annual revenues, operating from 75 sites in 16 countries with more than 40,000 employees, in 2006.

Legal Accomplishments:

- Structured, drafted and negotiated complex service agreements with all new and existing clients, and negotiated purchase, sale, financing and licensing agreements
- Extensively involved in transitioning Direct Alliance's IBM sales program constituting 40% of Direct Alliance's business, and the governing agreement, into two programs (and two agreements) upon IBM's sale of its PC division to Lenovo
- Resolved disputes with customers, suppliers and employees; as a result, the company was not sued during my tenure
- Served *ad hoc* as facilitator for highly successful executive retreat and strategy session that ultimately led to sale of company to TeleTech
- Drafted all commission and bonus compensation plans, including sales, non-sales, manager- and director-level plans; approximately 30 plans in total

Business Development Accomplishments:

- Wrote proposals and negotiated with prospective clients SAP, Panasonic and Travelex, for the company's business process outsourcing services, resulting in a 33% increase in clients
- Structured pricing and participated in operational and financial assessments of proposed new client deals and existing client renewals
- Prepared submissions for industry honors and awards, winning a ranking in Fortune magazine as one of the top 100 global outsourcers for 2006

Insight Enterprises, Inc.
Tempe, Arizona
May 1994 to August 2004

Vice President, General Counsel
Vice President, Associate General Counsel
Director, Legal Counsel
Legal Counsel

Insight is a Fortune 500 technology solutions provider with subsidiaries operating in the US, Canada and the United Kingdom. Originally privately held with 200 employees, Insight engaged in an Initial Public Offering in January 1995 and is traded on the NASDAQ market exchange. Responsible for creating the legal department; served as lead in-house counsel through tremendous growth, from \$200 million to \$2.9 billion in annual revenues and from 250 to 4,400 employees.

Notable Accomplishments:

- Founded and managed department, meeting growing and constantly changing organizational needs while keeping expenditures to a minimum
- Worked with outside advisors to effect Initial Public Offering, two secondary offerings and several 3:2 stock splits for Delaware parent corporation
- Executive Steering Committee member, 1998 - 2002



- Routinely negotiated with Fortune 50 and Global 100 companies, such as IBM, Microsoft, Toshiba, Hewlett-Packard, Cisco, 3COM and Sony, protecting company interests and gaining competitive advantages in coordination with business owners
- Formed, merged, dissolved and managed dozens of corporations in Arizona, Delaware and Indiana
- Reviewed and revised SEC filings such as Forms 10-Q, 10-K and 8-K, registration statements and proxy statements, as well as NASDAQ filings, in coordination with finance team and outside counsel
- Created stock option plans, restricted stock plan, and associated processes and forms
- Created and oversaw enforcement of stock trading policies and procedures
- Negotiated, approved and managed all US real property leases, covering approximately 20 different facilities
- Aided in mediating to a favorable settlement for a \$1 million software license agreement breached by vendor
- Structured, negotiated and drafted agreements for six acquisitions, including four international acquisitions and two acquisitions of publicly held companies (one in the U.K.); ensured favorable business terms as well as protection of company interests
- Performed legal due diligence examinations of 10 to 15 completed and aborted acquisition targets, ensuring protection of company interests
- Drafted more than 50 commission and bonus compensation plans in total, including sales, sales and support manager, and director-level plans
- Created and policed contracts review and approval policies and processes, spurring a transition of company culture to involve legal department in contract matters

EDUCATION

UNIVERSITY OF TULSA COLLEGE OF LAW

Tulsa, Oklahoma; Juris Doctor, 1993

Honors and activities:

- Dean's Honor Roll
- Full tuition merit scholarship recipient
- Sole student TU Legal Clinic Advisory Board member, 1992-1993

OKLAHOMA STATE UNIVERSITY

Stillwater, Oklahoma; Bachelor of Arts with Honors, 1990, Political Science major

Honors and activities:

- President's Honor Roll
- University Scholarship recipient
- President, Phi Alpha Delta pre-law fraternity, local chapter, 1989-1990

PROFESSIONAL HONORS, COMMUNITY ACTIVITIES AND INTERESTS

- Arizona Corporate Counsel Award finalist, Private Company category, January 2014
- Nominee, Direct Alliance Senior Manager/Director of the Year, 2005 and 2006
- Mentor, Direct Alliance Mentor and Protégé Program, 2006

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- Insight Toastmasters; served as President and VP Education; received Competent Toastmaster (CTM) designation; 1994-1996
- The Pajama Project (non-profit); President, Secretary and Director; 2000-2005
- Arizona 3-Day 60-mile walk for breast cancer treatment and research, 2005 and 2006
- Rock 'n' Roll Arizona half-marathon, 2007 and 2008
- Monthly book club, 1999-present
- Enjoy travel, vegetable gardening and spending time with my family and pets

REFERENCES

Available upon request

Interim Public Management
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Various Professional Executive Director Level Consulting Services Contractor(s)



ATTACHMENT - IPM Resume – Gene Martel:

Gene Martel
 IPM Associate
 623.986.6148
 gene@ipmaz.com

Summary:

Nearly 40 years of Information Technology and management experience in both the private and public sectors - with the majority of that experience coming from the deployment and oversight of government technology solutions, programs and services.

A seasoned professional capable of satisfying an organization's objectives in any relevant consultative, executive, management, business operations or technical role for which my background and experience is applicable. I am committed to the process of making organizations work more effectively and efficiently through the use of "smart technologies" and sound business management practices.

Professional Experience:

Interim Public Management (IPM) Fountain Hills, AZ	May 2013 to Present
Associate	
As an Associate with Interim Public Management (IPM) I am part of a team of professional executive level managers ready to fulfill interim staffing needs for Arizona's municipal government entities.	
Interim Public Management presents a turnkey solution that addresses the immediate management needs of local government and public organizations by providing seasoned interim city, town and village managers, executives and directors to great organizations – turning turmoil into tranquility.	
When on an engagement, I serve local municipalities in the capacity of Interim IT Director or CIO. When not on an engagement, I provide IT support to IPM as well as assist in Associate recruiting and various areas of business administration and operations for the company.	
http://Interimpublicmgmt.com/	

City of Page Arizona	April 2016 to June 2016
Interim IT Director	
As a contracted Associate with Interim Public Management I served as the City of Page's Interim Information Technology Director. The purpose of the engagement was to provide interim coverage in the wake of their recently retired IT Director. I managed the day to day operations of the department in addition to assisting the City in assessing its Information Technology needs, addressing and resolving pressing IT related issues and participating in the recruitment of a permanent IT Director.	
With full authority and accountability, this director level role had full participation on the City's Executive Management team. The duties and achievements of the role were as follows:	
<ul style="list-style-type: none"> • Management of the City's IT staff, resources, services and assets; • Management of the City's IT budget, expenditures and reconciliations; • Department reorganization and hiring of technical staff; • Assisting the City in the recruitment, selection and transition of a new permanent IT Director; • Created a full IT Assessment based upon extensive interviews with all departments; 	

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Gene Martel
 IPM Associate
 623.986.6148
 gene@ipmaz.com

City of Maricopa, Arizona	December 2013 to September 2014
<p>Interim Chief Information Officer As an associate with Interim Public Management (IPM), served as the City of Maricopa's Interim Chief Information Officer (CIO). The purpose of the engagement was to assist the City in restructuring its Information Technology (IT) department and to participate in the selection of a permanent CIO. The directives were to stabilize the infrastructure, reorganize staff, and begin implementation of recommendations outlined in an IT audit conducted earlier in 2013.</p> <p>With full authority and accountability, this director level role had full participation on the City's Executive Management team. The duties and achievements of the role were as follows:</p> <ul style="list-style-type: none"> • Management of the City's IT staff, resources, services and assets; • Management of the City's IT budget, expenditures and reconciliations; • Assisting City Council members in the selection and utilization of various technology resources; • Presentations before the City Council for the annual budget, as well as obtaining funding for critical infrastructure upgrades; • Department reorganization and hiring of technical staff; • Assisting the City in the recruitment, selection and transition of a new permanent CIO; • Oversight of the telecommunications build-out and workstation deployment for the City's new \$20 million recreational facility; • Oversight of the relocation of the city's core network to its new city hall location; • Oversight of the implementation of various public safety technology services and initiatives to support the fire and police departments; • Participated in the RFP development for, and evaluation of a new electronic permitting and plan review system; • Establishment of an Information Technology Steering Committee to identify and prioritize the City's major IT initiatives; • Consolidation/elimination and realignment of all network circuits provided by telecommunications carriers; 	

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Gene Martel
 IPM Associate
 623.986.6148
 gene@ipmaz.com

Town of Oro Valley, Arizona	May 2013 to September 2013
Interim Director of Technology As an associate with IPM, I served as the Town's Interim Director of Technology. The purpose of the assignment was to assist the Town in the transition of its Information Technology (IT) department. With full authority and accountability, the role assumed all duties and responsibilities of the permanent IT Director - including full participation on the Town's Executive Leadership Team. The role encompassed the usual and customary duties of an IT Director for a municipality. This included, but was not limited to: <ul style="list-style-type: none"> • Management and oversight of the Town's IT staff, IT resources, IT services and assets; • Management and oversight of the Town's IT budget, expenditures and reconciliations; • Providing extensive reporting, research, analysis and policy guidance to the Town Management and Town Council in support of the Town's objectives; • Assisting Town Council members in the selection and utilization of various technology resources; • Assisting the Town in the recruitment, selection and transition of the new permanent IT Director; • Development and delivery of a Strategic Recommendations document identifying key areas of focus in support of the continued transition. 	

State of Arizona - Arizona Registrar of Contractors (ROC), Phoenix Arizona	June 2006 to January 2012
Assistant Director - Technology As a member of the agency's Executive Management Team, directed approximately 11 in-house staff as well as provided oversight and direction to several vendors that provided supplemental technology services to the agency. My division provided all computing and technology services used by the agency. This included computing and application development services, telephony, call center operations, desktop support, LAN services, telecommunications services and customer support. During the period from August 2009 through October of 2010 in addition to the oversight role of the Technology division, I provided oversight for the agency's Licensing and Compliance divisions - overseeing approximately 80 total staff.	

State of Arizona - Government Information Technology Agency (GITA), Phoenix Arizona	October 2000 to June 2006
State Web Portal Manager and Digital Government Services Manager Directly responsible for the implementation of Arizona's first web portal, and the many infrastructure services necessary to support Arizona's e-government initiatives. Under the portal initiative I provided strategic direction as well as critical oversight and coordination for the implementation of several high profile agency applications and e-government services. This included such services as the centralized credit card processing system and the Common Licensing System (CLS) for Arizona's regulatory agencies.	



Gene Martel
 IPM Associate
 623.986.6148
 gene@ipmaz.com

Specific Work Experience (Continued):

State of Washington Department of Information Services (DIS), Olympia WA	June 1998 to September 2000
Customer Services Manager for Digital Government Strategies	
This role had the following responsibilities:	
<ul style="list-style-type: none"> • @ccess Washington (Internet Portal) Operations Manager; • Inside Washington (Intranet Portal) Operations Manager; • Electronic Payments Project Manager; • Project Manager for various web development efforts that relate to Digital Government; • Marketing of Digital Government Services (performing presentations at seminars and various Special Interest Groups (SIG) forums). 	

State of Washington Department of Information Services (DIS), Olympia WA	January 1996 to June 1998
Washington Information Network Kiosk System Administrator	
Managed the technical operations, implementation, relocations and application integration of a network of 48 kiosks strategically placed around the state of Washington. These kiosks provided government information and services to citizens from such locations as malls, shopping centers, grocery stores, and transit terminals. Such services included the sale of hunting and fishing licenses, job searches, transit information, voter registrations and health and education information.	

State of Washington Department of Information Services (DIS), Olympia WA	October 1986 to December 1995
Computer Information Systems Specialist	
This role had the following responsibilities:	
<ul style="list-style-type: none"> • Installed and maintained operating system software for Unisys 1100/2200 platforms; • Worked with customer agencies on the integration of mainframe systems with client server based systems; • Developed various applications in support of internal data center operations. 	

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



Gene Martel
IPM Associate
623.986.6148
gene@ipmaz.com

Education:

1975 - 1980:

Pursued studies in Computer Science and Engineering at the University of Louisiana at Lafayette (formerly the University of Southwestern Louisiana). Resigned from the program after satisfying sufficient requirements for the Associates Degree and receiving all but 12 credit hours towards satisfying the Bachelor of Science Degree.

1980 - Present:

- **Unisys Corporation** - Technical training in support of Unisys mainframe systems;
- **IBM Corporation** - Technical training in support of IBM kiosk systems;
- **Advance Research Corporation** - Technical training in network fundamentals;
- **State of Washington** - Various management and career development training;
- **State of Arizona** - Various management and career development training.

Personal Interests & Notables:

- Woodworking, Automotive and Small Engine Repair, Computing, Electronic and Electrical projects, Home Improvement and Repair, Freshwater Fishing, Golf, and Photography.
- Supporting local, national and international charities and organizations. This includes bookkeeping for various religious and other charitable organizations.
- Financial markets analysis and investing;

Residency:

- Resides in Phoenix Arizona metropolitan area since November of 2000.



7. Detail Responses to the Evaluation Criteria

Detail responses to the Evaluation Criteria: Please include detailed information addressing the evaluation criteria as defined in the “Special Terms and Conditions,” Pages 11 - 15.

Organization/Company Capacity, Qualifications and Experience, especially with local governments providing similar consultant services.	25 points
History of past performance (within past five [5] years), and qualifications of various professional administrative services to include recommendations of past and existing clients. Please note if previous experience with the City of Maricopa.	25 points
Cost/Fee	35 points
Overall conformance for Request for Statement of Qualifications (RSOQ) including proposal format and required responses.	15 points

Organization/Company Capacity, Qualifications and Experience

Over the past five years, Interim Public Management, LLC (IPM) has provided numerous executive level interims to cities and counties here in Arizona and has become the largest provider of local government interim executive-level staffing in the state. We have provided Interim Planners, Assistant Development Directors, City Managers, IT Directors, Community Services Directors, Assistants to the City Manager, Development Services Directors, Economic Development Directors, and Finance Directors – and that is just for the City of Maricopa.

In addition, we have provided Public Works Directors, City Engineers (not including stamping), Human Resource Directors, Parks and Recreation Directors, Police Directors, City Clerks, Procurement Officers, Graphic Artists, Building Officials, Facilities Managers, and Risk Managers to our other City and County clients throughout the state. Almost all of IPM’s Associates have years of experience performing their particular role in Arizona local governments. Most IPM Associates have 20-plus years of service and impeccable reputations in our State. Because our Interim Department Directors have vast Arizona experience, they are intimately familiar with state services, laws, regulations, and agencies such as DPS, Arizona Department of Revenue and ADOT, and often bring long-term relationships for the betterment of Maricopa.

IPM has had very few issues completing the length of 15 Maricopa-IPM engagements. IPM has served about 33% of the 91 Arizona Cities and 25% of the 15 Arizona Counties, and that list continues to grow. Large, small, and medium-sized cities have utilized IPM services

Interim Public Management

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throughout the state, as indicated by the number and type of engagements listed in Section 6 a (Experience). The following table outlines the approximate number of IPM Associates in the categories listed as well as the number of times we have provided this type of service to our clients. This will hopefully convey the depth of experience IPM offers to solve Maricopa's interim needs.

TYPE OF IPM ASSOCIATE	NUMBER OF EXCLUSIVE IPM ASSOCIATES PER CATEGORY	APPROX. NUMBER OF TIMES IPM PROVIDED TYPE OF ASSOCIATE TO A CLIENT
City Engineer	~ 11	3
Public Information Officer	~ 2	1
Public Works Director	~ 10	7
Senior Planner	~ 9	4
Human Resource Directors	~ 11	5
Economic Development Directors	~ 8	4
Information Technology Directors	~ 5	5
Parks and Recreation Directors	~ 6	1
Public Safety Director, Police	~ 14	4
Fire Chiefs	~ 4	0
Finance Directors	~ 15	13
City Clerk	~ 8	4
City Managers	~ 15	9
Assistant City Managers	~ 9	2
Procurement Officers	~ 3	2
Building Officials	~ 3	2
Facilities Managers	~ 4	1
Development Services Director	~ 9	3
Community Services Director	~ 4	1
Library Director	~ 3	0
Zoning Administrator	~ 9	0

In addition to the previous list, IPM has a Water Superintendent, a Risk Manager, a Housing Director, and a City Attorney Associate.

Interim Public Management

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It should be noted that our Associates are not available through other staffing companies, as we have exclusivity and confidentiality agreements in place with them. This eliminates the awkward situation of two companies trying to provide the same person. Furthermore, IPM's policy is to not contract with Associates that are current municipal employees. Finally, this list is organic and is ever growing as Associates are added to our team on a regular basis.

History of Past Performance and Existing and Past Client Recommendations

Many of IPM's clients repeatedly use its services. The City of Maricopa has used IPM 15 times, Coconino County seven times, the City of Sierra Vista six times, the Town of Tusayan four times, and many others, which is a testament to the level of service provided by IPM. From Tucson to Tusayan, cities know that if they need a quality interim executive level Associate, they should call IPM to quickly fill the need.

IPM takes client feedback seriously; in 2016, we began conducting online surveys with clients for which engagements had just completed. Surveys help IPM assess our performance on a given engagement and assist us in determining if adjustments need to be made in any of our service areas. The results are as follows:

- SCORE 90% (27/30) - Please rank your overall satisfaction with the IPM Associate assigned to your Engagement
- SCORE: 96% (24/25) - How would you rank your overall experience with IPM?
- SCORE: 100% (25/25) - How would you rank IPM's speed and ease to work with?
- SCORE: 100% (25/25) - Would you recommend IPM to a friend or colleague?

Attached you will find various letters and emails conveying IPM clients' satisfaction with our services.

Cost

IPM pays close attention to the cost of its services, as we understand the budget constraints that Arizona local governments face. One of the most important policies that IPM upholds is if an IPM Associate doesn't work the full work schedule for whatever reason as agreed under the particular Schedule, the City's cost is prorated down accordingly. Also, the City pays no direct benefits to IPM employees. The search, administrative and onboarding process take little to no City staff time, saving valuable City resources. All legal, payroll, insurance, taxes, marketing, promotion, training, vehicle, banking, and other recruitment costs are borne by IPM. In addition, because many IPM Associates live nearby, the City of Maricopa typically isn't charged for customary travel and lodging expenses. A final cost consideration is that the City

Interim Public Management

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is not responsible for holiday, vacation, and training days, which typically increase cost and reduce productivity that can be expected of City employees.

The flexibility, speed and ease involved in bringing on or letting go an IPM Associate reduces the City's risk in situations such as economic downturns, the ability to use the resource only when a leadership vacuum exists, and having more control over the City's largest expenditure – personnel cost – make it easy to understand why local government are Uberizing their workforce to some extent.

The Fee schedule in Attachment A is self-explanatory.

Overall Conformance for Request for Statement of Qualifications (RSOQ)

It is the Offeror's understanding that all components of the Vendor Submittal Checklist have been satisfied.

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Client Letters

Chino Valley

July 16th, 2012

Tim Pickering, President and CEO
Interim Public Management, LLC
16868 N. Stoneridge Ct
Fountain Hills, AZ 85268

Dear Tim,

On behalf of the citizens of Chino Valley, I wish to thank you for providing outstanding service in the form of an interim Town Manager for our community. Every time I contacted your company, you were readily available and quick to respond, and you didn't mind answering all my questions.

When we lost our town manager, we contacted you with a short list of our requirements. The three candidates you provided for us were all outstanding, and the only difficult part was choosing which one to select. Your price was reasonable, and you saved us the grief of a long and involved selection process. Thank you for understanding the urgency of our situation and getting the candidates to us so quickly. In fact, I think it was only two weeks from our first communication until we were doing the interviews. I only wish all processes in government were as easy.

One of the great things about your company is the "Try before you buy" approach. We had plenty of time to assess the interim manager's skill sets before we notified you that we wanted to hire him on as a permanent employee.

I would be happy to recommend your company to any municipality needing an interim town manager or department director. Please feel free to have them contact me if they have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Marley", is written over a horizontal line.

Chris Marley, Mayor of the Town of Chino Valley, Arizona

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



Gila County

From an email from Gila County Manager, Don McDaniel, regarding one of Interim Public Management's Associates:

I just wanted to touch base regarding your Associate's engagement with us. As you likely already know, her last day with Gila County is tomorrow Wednesday November 2nd.

I must tell you she was exactly what we needed and worked out superbly. She was not only able to step right in and assume the duties of running the day to day operation of our Finance Department, but was also very capable in working with the State Auditor General's Office and getting them the information they needed to complete our FY13 audit and begin our FY14, FY15 and FY16 audits.

An extra blessing she brought to us was her calm professional demeanor. It was precisely what was needed after the resignation of the former director and the usual office unrest that follows.

Thanks Tim for the service you provide and specifically for working with us in filling this critical position in Gila County.

I look forward to the pleasure of working with you again in the future.



Tusayan

Letter from Tusayan (AZ) Mayor Greg Bryan



This letter is to share our experience with Mr. **Tim Pickering and his firm, Interim Public Management.** Since becoming Arizona's newest incorporated community earlier this year, we have struggled with trying to set up our new Town's infrastructure. We finally were put in touch with Interim Public Management and have found a wonderful resource in getting **professional guidance** from a team that has the experience to give that advice. Since the first day we met with them, IPM has responded to each of our needs in a prompt and professional manner. Their guidance has helped us to focus on the things that truly matter as a new municipality and avoid many of the expensive pitfalls we had been stumbling through with out their help while searching for a full-time Manager. We have been able to significantly reduce our legal fees as they bring their broad experience in running town governments to our decision-making process. Their professional presentations and handling of projects have taken a great deal of workload off of our unpaid Council, while moving things forward in a more timely and productive process. The end result has given all of us a better sense of what is not only expected of our Council, but what is possible through good planning and professional guidance. Based upon our experience with Tim Pickering, Interim Public Management and its team, we would happily recommend their services in filling in while you look for long term management.

Respectfully,

Greg Bryan

Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
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Youngtown



**Town of Youngtown
12030 Clubhouse Square
Youngtown, Arizona 85363**

January 20, 2012

Tim Pickering, President & CEO
Interim Public Management, LLC
16868 N. Stoneridge Court
Fountain Hills, AZ 85268

Dear Tim:

Interim Public Management provides a unique service in Arizona by having seasoned municipal management rapidly available for assignment.

As a recent consumer of these services, I appreciate the sense of urgency that IPM showed in filling my economic development management requirements. Your service gave me the opportunity to launch into various avenues of economic development and business retention quickly and efficiently.

Every time I sought information through a phone call or email, I received a prompt response. IPM provided a service that was fast, targeted and stayed within my budget constraints.

Thank you for being attentive with your fabulous stable of management thoroughbreds.

Sincerely,

A handwritten signature in cursive script that reads "L. Robinson".

Lloyce Robinson
Town Manager

OFFICE OF THE TOWN MANAGER

Town Hall: 623/933-8286 Public Safety: 623/974-3665 Court: 623/972-8226 Fax: 623/933-5951 TDD: 623/974-3665

Interim Public Management
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Maricopa



39700 W. Civic Center Plaza
Maricopa, AZ 85138
Ph: 520.568.9098
Ex: 520.568.9120
www.maricopa-az.gov

September 8, 2014

To Whom it May Concern,

This letter is to recommend Gene Martel for any position he may apply for in government information technology administration. On December 2, 2013, Gene Martel was hired as Interim Chief Information Officer for the City of Maricopa. Gene was given three directives; stabilize the IT infrastructure and network, hire a permanent staff, and implement the recommendations of the City's recently completed IT audit. On first review of the department, Gene was faced with network capacity issues, a highly decentralized and tenuous public safety communications network, and the loss of the manager overseeing our three temporary IT employees.

Gene was unfazed! He evaluated the infrastructure needs and quickly brought forward solutions to consolidate the networks and replace key components. Gene rallied the remaining staff and quickly set out to bring on additional permanent staff. At the same time, Gene began meeting with other directors to evaluate their needs and provide them with a level of customer service they had never experienced. The list of Gene's accomplishment is too long to detail here, but I can say that Gene took on an IT department that was malfunctioning, and turned it around to an IT department that was efficient and effective, with a well trained staff.

Gene played an even larger role for the City of Maricopa than just IT. As Interim Director, Gene participated in our Council strategic planning sessions, our budget development process, and in the selection process for the City Manager. Gene is just as comfortable explaining a backup system to Council members or brainstorming IT solutions with directors, as he is with problem solving with his network administrator or negotiating with vendors.

Based on my experience, I find that Gene has a balance of IT knowledge and experience, as well as leadership ability, interpersonal relationship skills, and a sense of team that makes him a rare find. Gene is an articulate, insightful, and compassionate government professional whose only goal is to better the organization that he services.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory E. Rose", is written over a horizontal line.

Gregory E. Rose
City Manager

Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
Various Professional Executive Director Level Consulting Services Contractor(s)



Oro Valley



Finance Department

September 27, 2013

To Whom It May Concern:

I have had the very good fortune to work with Gene Martel in his role as Interim Information Technology (IT) Director for the Town of Oro Valley from May 21, 2013 through September 27, 2013.

When our former IT Director left our organization, Mr. Martel was chosen to lead our IT Department during the interim period while the Town conducted a formal recruitment for a replacement IT Director. The Town benefitted immensely from his years of multi-faceted experience in the government technology field. He has tremendous leadership qualities and served as a knowledgeable resource to both the IT team of employees and the Executive Leadership Team of the Town.

In his role as Interim IT Director, he evaluated the overall status of our IT Department, from the type of technology we were using to the allocation of personnel resources within the department. He solicited valuable feedback from the IT employees in the preparation of a strengths, weaknesses, opportunities and threats (SWOT) analysis that proved very valuable to me as a resource to guide important changes for the future of our IT Department. Not only did Mr. Martel provide a much needed leadership presence to our IT organization, he also provided hands-on assistance with resolving help desk requests during his tenure with the Town.

Mr. Martel's keen attention to detail, initiative and work ethic were highly valued characteristics in his position with the Town. He is probably one of the most organized individuals I have ever met, and his customer service and multi-tasking skills are second to none. During his tenure, Mr. Martel often worked after hours, early mornings and on weekends to complete assignments that were on deadline and assist the IT staff with system issues that arose. In addition, he played a key role in our successful search for a new IT Director by helping us screen the applications and serving on the interview panel.

It is with the highest admiration that I provide this recommendation and am confident that Mr. Martel will exceed any expectations placed upon him wherever he may choose to serve.

Sincerely,

Stacey Lemos, CPA
Finance Director

Caring for our heritage, our community, our future.

www.orovalleyaz.gov
11000 N. La Cañada Drive • Oro Valley, Arizona 85737
phone: (520) 229-4700 • fax: (520) 297-0428



**RSOQ #17-CM09272016 VARIOUS PROFESSIONAL EXECUTIVE
DIRECTOR LEVEL CONSULTING SERVICE(S)
Vendor Submittal Checklist**

- Offer Sheet, Signed
- Table of Contents
- Letter of Transmittal, Signed (limit to 2 pages)
- Offeror Overview (limit to 4 pages)
- Experience (limit to 4 pages)
- Detail response to the Evaluation Criteria (page 12)
- References and contact information
- Disclosures of Conflict of Interest
- Substitute W-9 Form completed (Attachment C)
- License Copies – if applicable. (this is referenced in the Vendor Questionnaire section in Attachment B)
- Cost Summary - Proposed Fee Schedule (Attachment A)
- Debarment/Suspension Documentation (if applicable)
- Participation if Boycott of Israel (Attachment D)

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



8. References

IPM Client References	
City of Maricopa RSOQ # 17-CM09272016, December 7, 2016	
Client	City of Goodyear, Arizona
Address	190 N Litchfield Rd., Goodyear, AZ 85338
Contact	Brian Dalke, City Manager, (623) 882-7070, brian.dalke@goodyearaz.gov
Services Provided	Interim Development Services Director, Interim Finance Director

Client	City of Surprise, Arizona
Address	16000 N Civic Center Plaza, Surprise, AZ 85374
Contact	Bob Wingenroth, City Manager, (623) 222-1100, bob.wingenroth@surpriseaz.gov
Services Provided	Interim Planning Consultant

Client	City of Winslow, Arizona
Address	21 Williamson Ave., Winslow, AZ 86047
Contact	Stephen Pauken, City Manager, (928) 289-1414 stephen.pauken@ci.winslow.az.us
Services Provided	Interim Police Director

Client	City of Sierra Vista, Arizona
Address	1011 N Coronado Dr., Sierra Vista, AZ 85635
Contact	Charles Potucek, City Manager, (520) 458-3315 charles.potucek@sierravistaaz.gov
Services Provided	Interim Human Resources Consultant, Interim Economic Development Director

Client	City of Casa Grande, Arizona
Address	510 E Florence Blvd., Casa Grande, AZ 85122
Contact	Larry Rains, City Manager, (520) 421-8600, larryr@casagrandeaz.gov
Services Provided	Interim Police Director, Interim Community Services Director

Interim Public Management

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Various Professional Executive Director Level Consulting Services Contractor(s)



9. Disclosures of Conflict of Interest

IPM certifies that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8.

10. Substitute W-9 Form

Please refer to Attachment C for the Substitute W-9 Form.

11. Cost Summary/Fee Schedule - Proposed Fees/Compensation

Please refer to Attachment A for the Cost Summary/Fee Schedule - Proposed Fees/Compensation document.

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



Attachment A - Cost Summary/Fee Schedule

ATTACHMENT A **COST SUMMARY/FEE SCHEDULE** **Vendor Offer / Signature**

DISCLAIMER: Interim Public Management, LLC (IPM) has provided executive-level interim personnel (Associates) to Arizona municipalities since August of 2010. We have facilitated numerous client engagements during that time – more than 60 since 2014, as detailed in Section 6 (Experience). We have demonstrated our ability to provide the right Associate for the job at hand. It is important to realize that every situation is different and that each engagement must be evaluated individually so as to determine the appropriate Associate for the particular situation.

To that end, IPM's Fee Schedule will vary based upon the unique circumstances (factors) of an engagement. Such factors are determined through extensive discussions regarding the engagement are held with the City, and a Contract Amendment or Schedule for the engagement is negotiated between IPM and the City. Factors which contribute to these discussions include, but are not limited to, the duration of the engagement, work schedule, new regulations such as Prop. 206, location of the engagement, the urgency of placement, state of department, expected duration of engagement and willingness (or not) of the City to commit to a minimum engagement duration, size of department and organization, level of skill required for the engagement, travel and lodging considerations, as well as the general complexity of the engagement.

One example might be if the engagement is for a position of lesser responsibility, such as a Risk Manager, it would obviously not require a fee suitable for a department director position because the position does not require the skills and experience needed for the department director. Likewise, if the engagement is for the City Manager position, it likely would cost more than a department director position, as the skill levels needed are greater. IPM agrees with Section 11 of the Special Terms of Conditions that states Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred. For reasons stated above, each Contract Amendment shall be negotiated at the time the particular service is provided.

IPM Associates are trained, experienced professionals working in executive, administrative professional-level positions, and thus are exempt employees and typically are not paid hourly. IPM, for illustrative purposes only and for the purposes of this RSOQ, has provided an hourly rate for the various "Consultant Titles" in the format requested for the Fee Schedule. However, IPM does not provide hourly services. IPM provides interims to be in the seat, doing the job and leading departments, typically for a minimum of three months or more. IPM does not do hourly, piecemeal work; rather, we provide the satisfaction and peace of mind to our municipal clients that the situation is handled and the important and highly skilled job of managing a city or county department or division is in the hands of a highly skilled, Arizona government-experienced IPM Associate.

Interim Public Management

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Various Professional Executive Director Level Consulting Services Contractor(s)



IPM charges weekly rates, and pricing will likely be adjusted based upon the aforementioned factors and stipulated in the subsequent Contract Amendment or Schedule to be negotiated between IPM and the City particular to that engagement. The fees shown relate to the most recent engagements between Offeror and City, including the agreed-to annual increase for 2017; also, for 2017 a 3.33% one-time increase has been added to offset costs to be incurred by Contractor due to the passage of Proposition 206.

Pursuant to the instructions in the RSOQ regarding submission of the Fee Schedule, and in conjunction with the aforementioned disclaimer, IPM submits the following Fee Schedule for comparative use only:

ATTACHMENT A
COST SUMMARY/FEE SCHEDULE
Vendor Offer / Signature

List labor rates per assigned personnel titles for Various Professional Executive Director Level Consulting Service Position Contractor(s) for the City of Maricopa describes as follows:

Key Consultant Level	Description of Service/Area of Expertise	ILLUSTRATIVE Hourly Rate/Weekly Amount Year 1 1/1/2017 – 12/31/2017	ILLUSTRATIVE Hourly Rate/Weekly Amount Year 2 1/1/2018 – 12/31/2018	ILLUSTRATIVE Hourly Rate/Weekly Amount Year 3 1/1/2019 – 12/31/2019
City Manager	City Manager	\$110.69/\$4,4427.48	\$116.22/\$4,648.86	\$122.03/\$4,881.30
Department Director	City Engineer, Human Resources, Finance, Economic Development, Police, Fire Chief, Development Services, Parks and Rec, City Clerk, IT Director, Assistant City Manager, Community Services, Planning, Library and Zoning Administrator	\$99.44/\$3,977.40	\$104.41/\$4,176.27	\$109.63/\$4,385.09
Other Professional	Building Official, Public Information Officer, Procurement Officer, Planner, and Facilities	\$90.67/\$3,626.77	\$95.20/\$3,808.11	\$99.96/\$3,998.51

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



	Manager			
*Note: Hourly rate schedule for years one (1) through three (3), including hourly rates, specialty rates, multipliers, etc. for the various classifications of personnel. Please provide further applicable information if necessary on separate sheet of paper noted accordingly.				

1. Optional Prompt Payment Discount, if offered: N/A %, Net _____ Days
2. Tax Rate / Amount, as applicable: Included in Hourly and Weekly amounts shown in Fee Schedule, but federal income tax rate can be charged separately if desired by City _____ (Note: this will not be used for sourcing decisions of the City).
3. Optional Comments or Notes, as necessary:

N/A

A handwritten signature in cursive script, appearing to read 'Tim Pickering', written over a horizontal line.

4. Authorized Signatory/Offeror: Tim Pickering, President & CEO



Attachment B - Vendor Questionnaire
ATTACHMENT B
VENDOR QUESTIONNAIRE

Page 25 of 34
 RSOQ # 17-CM09272016

Name of Firm: Interim Public Management, LLC	
Years in Business providing similar services: 6 Years – Incorporated 8/9/2010	
License No(s) and Type: #1515 City of Maricopa Business License; Arizona Corporation Commission LLC # L16199249 (Submit a copy with the proposal) See Attached	
Number of employees servicing this contract: Three, plus Associates as needed to perform interim services engagements as contracted with the City from time to time	
Verifiable References: Include the name, contact person, address and telephone number of five (5) firms or government organizations for whom similar services have been provided. References must be current, and should be relevant to the required services. Provide description of services provided and dates of service.	
Firm/Government Agency Name: City of Goodyear, Arizona	
Contact Person: Brian Dalke, City Manager	Phone: (623) 882-7070
Address: 190 N Litchfield Rd. Goodyear, AZ 85338	E-Mail Address: brian.dalke@goodyearaz.gov
Dates provided: See below	
Description of services provided: Interim Development Services Director 8.25.14 to 2.12.15; Interim Finance Director 3.21.16 to 6.10.16	
Firm/Government Agency Name: City of Surprise, Arizona	
Contact Person: Bob Wingenroth, City Manager	Phone: (623) 222-1100
Address: 16000 N Civic Center Plaza	E-Mail Address: bob.wingenroth@surpriseaz.gov

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



Surprise, AZ 85374	
Dates provided: 12.9.15 to present	
Description of services provided: Interim Planning Consultant	
Firm/Government Agency Name: City of Winslow, Arizona	
Contact Person: Stephen Pauken, City Manager	Phone: (928) 289-1414
Address: 21 Williamson Ave. Winslow, AZ 86047	E-Mail Address: stephen.pauken@ci.winslow.az.us
Dates provided: 8.1.16 to present	
Description of services provided: Interim Police Director	
Firm/Government Agency Name: City of Sierra Vista, Arizona	
Contact Person: Charles Potucek, City Manager	Phone: (520) 458-3315
Address: 1011 N Coronado Dr. Sierra Vista, AZ 85635	E-Mail Address: charles.potucek@sierravistaaz.gov
Dates provided: See below	
Description of services provided: Interim Human Resources Consultant 11.17.15 to 2.4.16; Interim Economic Development Director 3.6.14 to 8.6.14	
Firm/Government Agency Name: City of Casa Grande, Arizona	
Contact Person: Larry Rains, City Manager	Phone: (520) 421-8600
Address: 510 E Florence Blvd. Casa Grande, AZ 85122	E-Mail Address: larryr@casagrandeaz.gov
Dates provided: See below	
Description of services provided: Interim Police Director 12.15.14 to 1.15.16; Interim Community Services Director 7.14.16 to present	

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)




Subcontractors: List subcontractor(s) that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name: N/A (IPM typically does not utilize subcontractors)	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
Subcontractor Contact Name: N/A (IPM typically does not utilize subcontractors)	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
IPM has been honored to provide interim services to the City of Maricopa over the last six years and we look forward to hopefully continuing the relationship.	
Debarment/Suspension Information: Has firm or any of its principals been debarred or suspended from contracting with any public entity?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", provide in an attachment to this form the contact information for the public entity and state the reason for debarment or suspension, including the period of time for such debarment or suspension.	
Does your firm accept electronic payments through: Electronic Funds Transfer (EFT): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Automated Clearing House (ACH): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No List any additional discounts that may result from paying electronically: _____ % Discount	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile: AMCO Insurance Company	
General/Contractor Liability: Zurich American Insurance Company	
Bonding: N/A	



IPM Licenses and Registrations – Arizona LLC (page 1)

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

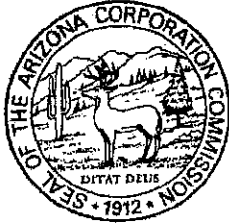
I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

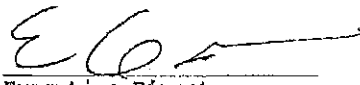
ARTICLES OF ORGANIZATION


consisting of one pages, is a true and complete copy of the original of said document on file with this office for:

INTERIM PUBLIC MANAGEMENT, LLC
ACC file number: L-1619924-9

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: August 11, 2016.




Executive Director

By: 
Yvonne McFarlin



IPM Licenses and Registrations – Arizona LLC (page 2)

AZ CORPORATION COMMISSION
FILED

AUG 09 2010

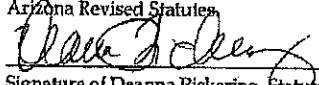
FILE NO. L-110199249

AZ Corp. Commission
03217074

ARTICLES OF ORGANIZATION
ARIZONA LIMITED LIABILITY COMPANY

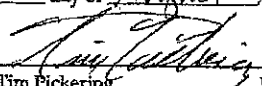
1. The name of the organization is Interim Public Management, LLC.
2. The known place of business of the organization in Arizona is 16868 N. Stoneridge Court, Fountain Hills, AZ 85268.
3. The name and street address of the statutory agent in Arizona is Deanna Pickering, 16868 N. Stoneridge Court, Fountain Hills, AZ 85268.

Acceptance of Appointment by Statutory Agent:
I, Deanna Pickering, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.


Signature of Deanna Pickering, Statutory Agent

4. Purpose of this Limited Liability Company is to provide public management and related services.
5. The Limited Liability Company is perpetual and has no latest date of dissolution.
6. Management of the LLC is reserved to the members, all of which are set forth below:
Tim Pickering, 16868 N. Stoneridge Court, Fountain Hills, AZ 85268
Deanna Pickering, 16868 N. Stoneridge Court, Fountain Hills, AZ 85268

Executed this 10th day of August, 2010.

Executed by: 
Tim Pickering Phone: 480-577-0949
timpickering@cox.net

Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
Various Professional Executive Director Level Consulting Services Contractor(s)



IPM Licenses and Registrations – Town of Fountain Hills Business License

<p>POST IN A CONSPICUOUS PLACE</p>	<p>Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, AZ 85268 (480) 816-5100</p> <p>BUSINESS LICENSE THIS LICENSE EXPIRES 08/31/2017</p>	<p>License Number 2977</p>
<p>Account Number: 571</p>		
<p>Business Name: INTERIM PUBLIC MANAGEMENT, LLC Mailing Address: 16868 N STONERIDGE COURT FOUNTAIN HILLS AZ 85268</p>		
<p>Physical Address: 16868 NORTH STONERIDGE COURT FOUNTAIN HILLS AZ 85268</p>		
<p>Nature of Business: CONSULTING</p>		
<p>Date Issued: August 17, 2016</p>		
<p><u>Beverly J. Bender</u> Town Clerk</p>		<p>Total Paid: 35.00</p>
<p>In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. This License is NON-Transferable The portion below is for your records. Detach and file.</p>		
<p>COPY ONLY</p>		
<p>RECEIPT Please retain for your records</p>	<p>Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, AZ 85268 (480) 816-5100</p> <p>BUSINESS LICENSE THIS LICENSE EXPIRES 08/31/2017</p>	<p>License Number 2977</p>
<p>Account Number: 571</p>		
<p>Business Name: INTERIM PUBLIC MANAGEMENT, LLC Mailing Address: 16868 N STONERIDGE COURT FOUNTAIN HILLS AZ 85268</p>		
<p>Physical Address: 16868 NORTH STONERIDGE COURT FOUNTAIN HILLS AZ 85268</p>		
<p>Nature of Business: CONSULTING</p>		
<p>Date Issued: August 17, 2016</p>		
<p><u>Beverly J. Bender</u> Town Clerk</p>		<p>Total Paid: 35.00</p>
<p>In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. This License is NON-Transferable</p>		

Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
Various Professional Executive Director Level Consulting Services Contractor(s)



IPM Licenses and Registrations – City of Maricopa Business License

	<p>CITY OF MARICOPA 39700 W Civic Center Plaza Maricopa, AZ 85138 (520) 316-6851</p>	<p>BUSINESS LICENSE</p>							
<p><small>In accordance with the provisions of the City of Maricopa, a license is hereby granted to operate the business referenced below.</small></p>									
<p>BUSINESS LOCATION: OUT OF TOWN BUSINESS</p>	<p>Type SERVICE CONSULTING</p>								
<p>INTERIM PUBLIC MANAGEMENT, LLC 16868 N. STONERIDGE COURT FOUNTAIN HILLS, AZ 85268</p>	<table border="0"> <tr> <td>Number</td> <td>Issued</td> </tr> <tr> <td>1545</td> <td>11/18/2015</td> </tr> <tr> <td>License Fee</td> <td>Expires</td> </tr> <tr> <td>50.00</td> <td>12/31/2016</td> </tr> </table>	Number	Issued	1545	11/18/2015	License Fee	Expires	50.00	12/31/2016
Number	Issued								
1545	11/18/2015								
License Fee	Expires								
50.00	12/31/2016								
		<p>BY: <u><i>Wanda Bucas</i></u> City Clerk/Finance Director</p>							
<p>POST IN A CONSPICUOUS PLACE</p>		<p>NON-TRANSFERABLE</p>							



Attachment C - Substitute W-9 Form

ATTACHMENT C SUBSTITUTE W-9 FORM

PART I: Company Information:

1. Name (as shown on Income Tax Return): Interim Public Management, LLC
2. Business Name (if different than above): _____
3. DUNS #: NA
4. Federal employer identification number (or SSN): 90-0928220
5. Type of organization (check one):
 Individual/Sole Proprietor Limited Liability Company*
 Corporation *Choose the tax classification
 Partnership Disregarded Entity
 Other: _____ Corporation
 Partnership
6. Order Address:
16868 North Stoneridge Court Fountain Hills AZ 85268
(Order address) (City) (State) (Zip code)
7. Remittance address (if different than above):

(Remittance address) (City) (State) (Zip code)
8. Contact person for bid invitations: Tim Pickering
9. Phone Number: 480-577-0949 Fax Number: NA
10. Email address of contact person: tim@interimpublicmanagement.com
11. Applicant is a (check one):
 Factory Representative Jobber
 Manufacturer Authorized distributor
 Retail dealer Contractor
 Consultant Other: _____

Interim Public Management

Response to City of Maricopa Arizona RSOQ #17-CM092720

Various Professional Executive Director Level Consulting Services Contractor(s)



12. Indicate if the business is registered as a minority or woman-owned company.

Minority-owned Woman-owned Not Applicable

13. How long has the company been in business? Since 8/9/2010

14. Does applicant currently hold a valid business license issued by the City of Maricopa?

Yes No

PART II: COMMODITY OR SERVICE DESCRIPTION

1. Commodity/Service description (*this section must be completed*): *Interim Public Management presents a turnkey solution that addresses the immediate management needs of local government and public organizations by providing seasoned interim city, town and county managers, and department directors to great organizations — turning turmoil into tranquility.*

PART III: APPLICANT TERMS AND CERTIFICATION

Terms:

The City of Maricopa may take up to thirty (30) calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income. (*NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.*)
3. I am a U.S. person (including a U.S. resident alien).
4. The following business ownership classifications are applicable:

Disadvantaged Business Enterprise Ownership Classification (Select One Only):

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

- | | |
|--|---|
| <input checked="" type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 8 Small Business/Disabled Owner |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001(20)) | <input type="checkbox"/> 9 Minority Woman Owned Business |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)] | <input type="checkbox"/> 10 Disabled-Minority Owned Business |
| <input type="checkbox"/> 4 Woman Owned Business | <input type="checkbox"/> 11 Disabled-Woman Owned Business |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned |

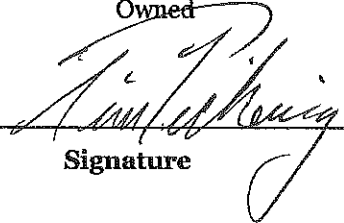
Interim Public Management
Response to City of Maricopa Arizona RSOQ #17-CM092720
Various Professional Executive Director Level Consulting Services Contractor(s)



- 6 Small Business/Minority Owned
- 7 Small Business/Woman Owned

- 13 Small Business/Disabled-Minority Owned
- 14 Small Business/Disabled-Minority-Woman

Tim Pickering
Name (Please print)

Owned

Signature

PRESIDENT & CEO
Title (Please print)


12/7/16
Date

INTERNAL USE ONLY	
CC# _____	AUTHORIZATION: _____
FAX: _____	EMAIL: _____
PRINT: _____	
REQUESTED BY: _____	



Attachment D - Participation if Boycott of Israel

**ATTACHMENT D
 PARTICIPATION IF BOYCOTT OF ISRAEL**

	Participation if Boycott of Israel		State of Arizona State Procurement Office 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP#17-FIN081016	PAGE OF	
Description: Transaction Privilege Tax (TPT) Auditor Services for the City of Maricopa		1	

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

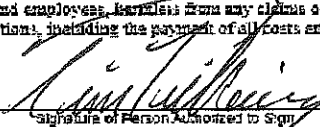
1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 35.

All offerors must select one of the following:

- My company does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-0317.
- My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Interim Public Management, LLC
 Company Name
 16868 North Stoneridge Court
 Address
 Fountain Hills AZ 85268
 City State Zip


 Signature of Person Authorized to Sign
 Tim Pickering
 Printed Name
 President and CEO
 Title



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