Police Station and SVC - $22,082,700

Services	Beginning Services Budget	Police Station	Parking Garage	TS Funded	Forefiture Funded	CORs	Unanticipated Cost Increases	Total Project Costs	(Over) Under	Encumbrances	YTD Actuals	Ending Total
Bond Proceeds		**14,574,580**	**7,508,120**	130,000	90,000			**22,082,700**				
Architect & Engineering												
ORW		940,048	484,267					1,424,315		426,193	998,122	
							Design Total =	**1,424,315**				
CMGC												
- PreConstruction		21,450	11,050					32,500			32,500	
- Early Work 1		3,727,540	1,920,248			68,033		5,715,821		3,474,816	2,172,972	
- Early Work 2		90,306	46,522					136,828		25,733	111,095	
- WP3 Construction		9,030,864	4,652,263					13,683,127				
- WP3 Contingency		475,309	244,856					720,165				
							Construction GMP =	**20,288,441**				
Owner Carried Costs												
- Furniture		534,329						534,329				
- Utility Conections		28,380	14,620					43,000		22,000		
Fees												
- Planning & Vacat.		3,264	1,681					4,945			4,945	
- SDCs		525,526	-					525,526				
- Permits & Plan Ck		130,192	67,069					197,261			147,572	
- 1200-C Permits		1,139	587					1,725			1,725	
- Builders Risk		19,126	9,853					28,979			28,979	
- MWC, SDC & Fee		20,588	6,598					27,186		27186		
- Inspections		57,365	23,582					80,948		68,822	10,951	
- Msc. Expenses		4,594	1,918					6,512			6,512	
- BOLI		4,950	2,550					7,500			6,148	
Contingency												
- A/E		46,860	24,140					71,000				
- Construction		535,615	275,923					811,538				
							Owner Carried Total =	**2,340,448**				
Energy Incentives												
- PV Array		55,405						55,405				
- Building Lighting		4,407						4,407				
- Garage Lighting			15,711					15,711				
- Avista Incentives		6,678						6,678				
							Projected Total =	**82,201**				
							Total Project Cost =	23,833,204				
							Project Cost Less Incentives =	23,751,003				
							Total Project Under (Over) =	**(1,668,303)**				

Fire Station 2, 3, 4 Replacement - $10,631,960

Services	Beginning Services Budget	Station 2 Total Budget	Station 3 Total Budget	Station 4 Total Budget	BR0086 Funding	CORs	Unanticipated Cost Increases	Total Project Costs	(Over) Under	Encumbrances	YTD Actuals	Ending Total
Bond Proceeds		**2,976,808**	**3,827,326**	**3,827,826**				**10,631,960**				
Architect & Engineering												
SSA		58,017	74,593	74,593			89,000	296,202			296,202	
ORW		149,800	192,600	192,600		1,845		536,845		218,458	316,542	
							Design Total =	**833,047**				
CMGC												
- PreConstruction		6,975	9,675	5,850				22,500		7,425	15,075	
- Early Work				250,000	250,000			-		19,200	230,800	
- Construction		3,678,339	3,720,044	3,860,888				11,259,271				
- Contingency		110,350	111,601	115,827				337,778				
							Construction GMP =	**11,619,549**				
Owner Carried Costs												
- Lockers		11,401	11,401	11,401				34,204				
- Furniture		61,442	90,970	79,019				231,431				
- Station Alerting		9,000	44,372	9,260				62,632		53,632		
- Utility Conections		15,000	15,000	15,000				45,000				
Fees												
- Planning & CUP		2,017	2,017	1,067				5,100			5,100	
- SDCs		74,430	91,012	64,485				229,927			11,665	
- Permits & Plan Ck		23,695	28,883	42,026				94,604			31,768	
- 1200-C Permits		1,449	1,863	1,863				5,175			5,175	
- Builders Risk		4,005	5,149	5,149				14,303			14,303	
- MWC SDC & Fees		20,300	20,300	52,264				92,864		52264		
- Inspections		10,000	10,000	11,700				31,700			820	
- Msc. Expenses		2,000	2,000	2,000				6,000			1,282	
- BOLI		2,500	2,500	2,500				7,500				
Contingency												
- A/E		12,371	12,371	12,371				37,113				
- Construction		227,321	229,899	238,603				695,823				
							Owner Carried Total =	**1,593,376**				
Energy Incentives												
- PV Array				23,822				23,822				
- Building Lighting								-				
- Avista Incentives								-				
							Projected Total =	**23,822**				

Total Project Cost =	14,045,972
Project Cost Less Incentives =	14,022,150
Total Project Under (Over) =	**(3,390,190)**

Public Safety Project Update

Medford City Council

August 27, 2015

Continuous Improvement

Customer Service

Agenda

- Police & Fire Project Review
  - Project Budgets
  - Police Garage Façade
  - Project GMPs
  - Comments on Subcontractors
    - Adroit Construction – Tom Walker
    - ORW – David Wilkerson

August 2015

Medford Police Station Project

Project Management Team

Daniel Bunn, *Council Liaison*
Tim George, *Police Chief*
Randy Sparacino, *Deputy Police Chief*
Greg McKown, *Project Manager*
Chris Reising, *DCM Development Services*
Doug Townsend, *TS Director*
Alison Chan, *Finance Director*
Anne Gordon, *Contracting Administrator*

Budget Review

- March 2013 Space Study
  - 42,423 GSF Station
  - 78,050 GSF Garage
- July 2014 Program Review
  - 47,292 GSF Station
  - 90,610 GSF Garage
    - 17,429 GSF Net Increase

[redacted]

Budget Review

- March 2013 Space Study
  - Construction Budget $18,144,183
- January 2015
  - Construction Estimate $19,993,163
- February 2015
  - Estimate After VE Sessions $18,200,404

[redacted]

Budget Review

- Construction Estimate for EWP
  - $6,149,820
- EWP GMP
  - $5,647,788
- Savings
  - $502,032

Item	Description	EWP GMP 3/16/15	DD Budget 1/26/15	Variance
1	Excavation, Underground & Paving	$507,625	$452,760	$54,865
2	Surveying	$4,762	$10,000	($5,238)
3	Concrete	$1,478,810	$1,513,489	($34,679)
4	Structural Steel & Deck	$1,929,929	$2,429,590	($499,661)
5	Steel Erection	$896,000	$911,430	($15,430)
6	Elevators	$148,194	$131,500	$16,694
7	**General Conditions**	**$325,709**	**$325,709**	$0
8	**Bonds**	**$45,182**	**$46,196**	($1,014)
9	**General Liability Insurance**	**$40,022**	**$43,309**	($3,287)
10	**Contingency**	**$112,956**	**$115,490**	($2,534)
11	**Overhead & Profit**	**$158,599**	**$170,347**	($11,748)
12	**Total Base**	**$5,647,788**	**$6,149,820**	($502,032)

Budget Review

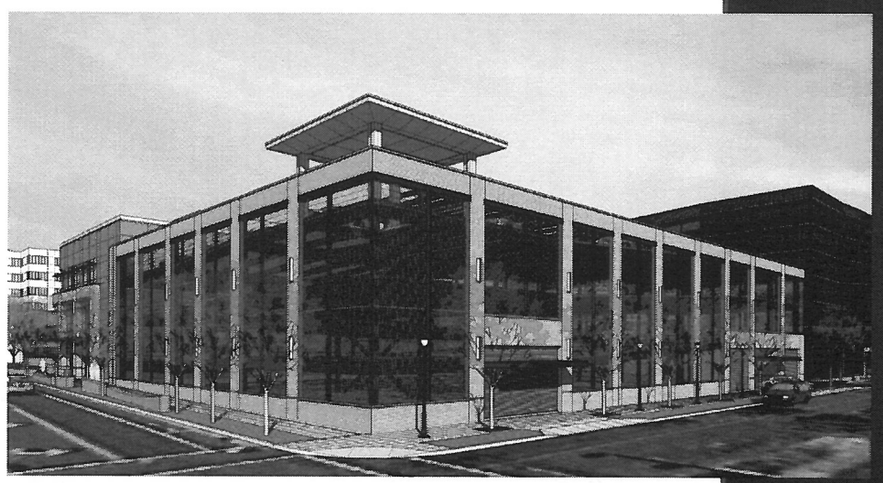
- Increased Project Volume
  - Late June 2015
- Subcontractor Cost Increases
  - 30% by August 2015
- Other Agency Experiences
  - Jackson County DA Office $900k over budget estimate, approx. 30%
  - Central Point Justice Court $1M over budget estimate, approx. 100%

[redacted]

Garage Façade Review

Budgeted Base Façade

Alternate Façade

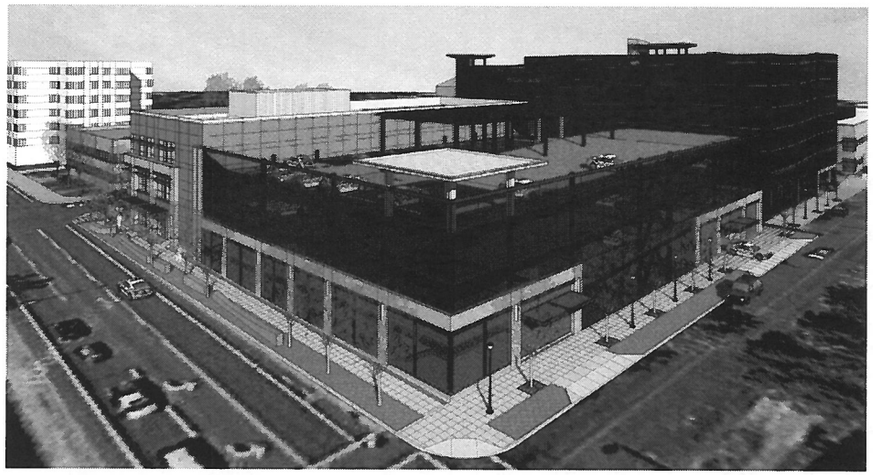


10th Street View

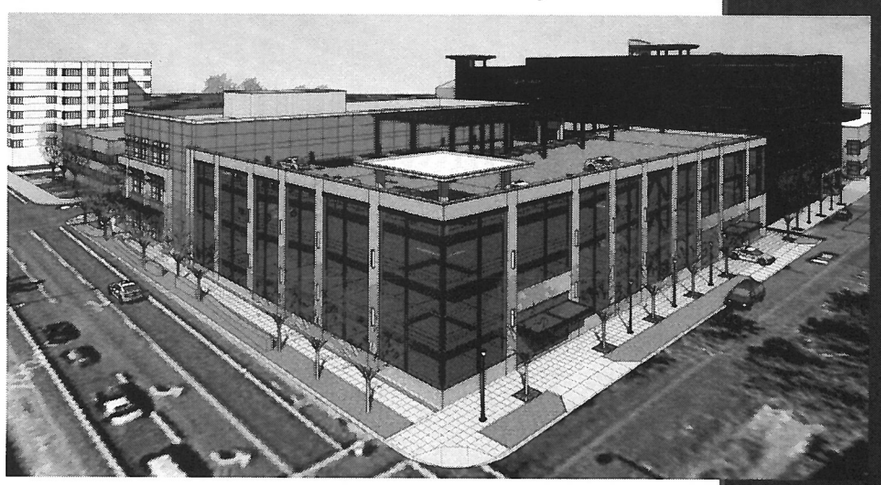
$908,922 Cost Variance

Garage Façade Review

Budgeted Base Façade



Alternate Façade



$908,922 Cost Variance

View from Tenth and Holly, Looking Northwest

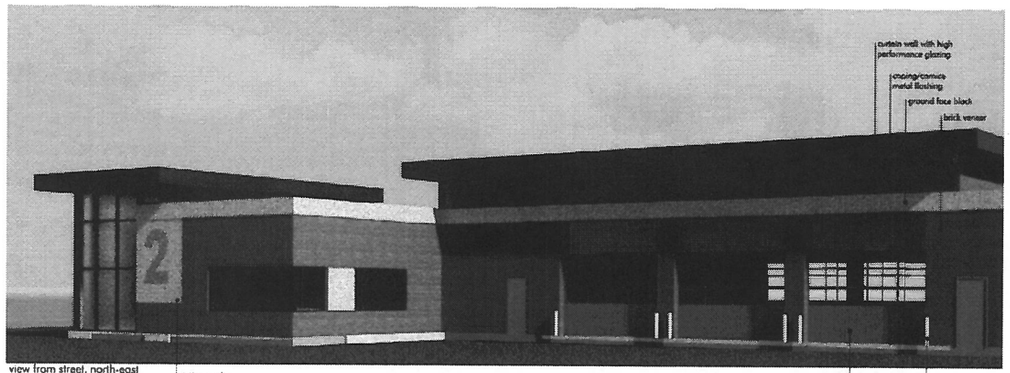
Project GMP

- Original Mackenzie Budget
  - $21,500,000
- Bond Proceeds
  - $22,082,700
- Project GMP
  - $23,751,003
- Project Budget
  - **($1,668,303)** Approx. 7%

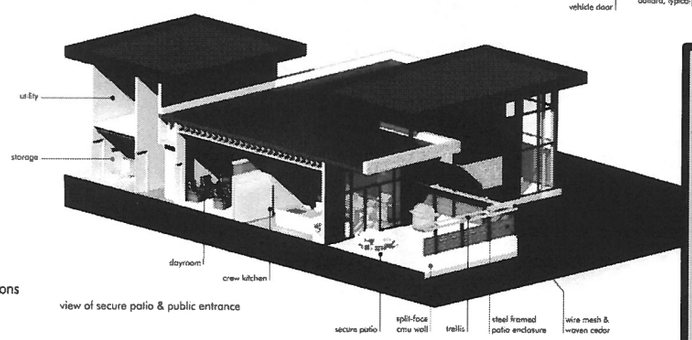
[redacted]

August 2015

Medford Fire Station Project



view from street, north-east



view of secure patio & public entrance

city of medford fire station, typical elevations

30 January 2015

Project Management Team

Michael Zarosinski, *Council Liaison*
Brian Fish, *Fire Chief*
Justin Bates, *Deputy Fire Chief*
Greg McKown, *Project Manager*
Chris Reising, *DCM Development Services*
Doug Townsend, *TS Director*
Alison Chan, *Finance Director*
Anne Gordon, *Contracting Administrator*

Budget Review

- August 2012 Space Study
  - 10,050 GSF Station 2
  - 14,760 GSF Station 3
  - 10,536 GSF Station 4
- July 2014 Program Review
  - 9,730 GSF Station 2
  - 12,319 GSF Station 3
  - 12,319 GSF Station 4
    - 978 GSF Net Decrease

Budget Review

- August 2012 Space Study
  - Total Construction Budget $8,602,307
- November 12, 2014
  - Total Construction Estimate $9,483,552
- February 25, 2015
  - Estimate After VE Sessions $8,769,890

Item	Description	Space Study 08/2012	DD Estimate 11/2014	DD Estimate 02/2015	Varience
1	Gross Square Foot All Stations Combined	35,346	34,368	34,368	(978)
2	Construction Budget / Estimate	$ 8,602,307	$ 9,483,552		$ (881,245.00)
3	Construction Budget After VE Sessions			$ 8,769,890	$ (167,583)

Budget Review

- Increased Project Volume
  - Late June 2015
- Subcontractor Cost Increases
  - 30% by August 2015
- Other Agency Experiences
  - HAJC Concord Apartments $1.5M over budget estimate, approx. 20%
  - Klamath Union High School $8.1M over budget estimate, approx. 30%

Project GMP

- Original Mackenzie Budget
  - $10,400,000
- Bond Proceeds
  - $10,631,960
- Project GMP
  - $14,022,150
- Project Budget
  - **($3,390,190)** Approx. 24%

Public Safety Project Summary

- Police Station Budget
  - **($1,668,303)** Approx. 7%
- Fire Station Budget
  - **($3,390,190)** Approx. 24%
- Public Safety Projects Combined
  - **($5,058,493)** Approx. 13.4%

Closing Discussions

- Comments on Subcontractors
  - Adroit Construction – Tom Walker
  - ORW – David Wilkerson
- Funding Discussion & Timeline
  - Alison Chan

Public Safety Project Update

Thank You

Continuous Improvement

Customer Service

Creating Healthy Lives, Happy People & A Strong Community

CITY OF MEDFORD
411 West 8th Street
Medford, Oregon 97501

REQUEST FOR STATEMENT OF QUALIFICATIONS 15-023CM

The City of Medford is accepting sealed statements of qualifications for an executive recruiting firm to assist with its search for a City Manager. Statements of Qualifications will be received, by Mayor and City Council of the City of Medford , 411 W. 8th Street, Room 380, Medford, Oregon 97501, **until 2:00 PM, local time, _____. FACSIMILE OR EMAIL RESPONSES ARE NOT ACCEPTABLE.** Responses will be opened immediately thereafter.

DESCRIPTION: Request for Qualifications for executive recruitment firms interested in assisting the City of Medford with its search for a new City Manager.

The Request for Statement of Qualifications packet may be obtained from our website at www.ci.medford.or.us. Packets obtained from other sources are not valid documents and do not add you to the plan holders list or ensure you will receive necessary addenda as well as additional relevant information.

In accordance with ORS 279B.100 the City of Medford may cancel the Request for Statement of Qualifications or reject any response not in compliance with all prescribed public Request for Statement of Qualifications procedures and requirements, or may reject for good cause, any or all responses upon a finding of the City that it is in the public interest to do so.

Responses received after the time established for receiving responses will not be considered. **ORAL, EMAIL, TELEPHONE, OR FACSIMILE QUALIFICATIONS ARE NOT ACCEPTABLE.**

The City of Medford programs, services and activities are open to all persons without regard to race, sex, age, handicap, religion, ethnic background, sexual orientation, or national origin. For further information about this equal opportunity policy, contact the City of Medford Human Resources Office, (541) 774-2010. For questions regarding this request for statement of qualifications, contact the City of Medford Purchasing Agent at (541) 774-2035.

_____
Gary H. Wheeler
Mayor
City of Medford

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SECTION I
INSTRUCTIONS TO RESPONDENTS

REQUEST FOR STATEMENT OF QUALIFICATIONS PREPARATION

Request for Statement of Qualifications Format: Qualifications must be typewritten or prepared in ink and must be submitted in a sealed manner. No oral, telephone, electronic or facsimile responses will be accepted.

Conformance to Request for Statement of Qualifications Requirements: Respondents responding to this request for statement of qualifications must follow the procedures and requirements stated within this Request for Statement of Qualifications document. Adherence to these procedures and requirements will ensure a fair and objective analysis of your response to the Request for Qualifications. Failure to comply with or complete any part of this Request for Statement of qualifications may result in rejection of your response.

Cancellation/Rejection: In accordance with ORS 279B.100 the City of Medford may cancel the procurement or reject any Request for Statement of Qualifications not in compliance with all prescribed public bidding procedures and requirements, or may reject for good cause, any or all responses upon a finding of the City of Medford that it is in the public interest to do so. The City of Medford also reserves the right to waive or not waive informalities or irregularities in Request for Qualifications responses.

Exceptions: Any deviation from Request for Qualifications specifications, terms and conditions may result in Request for Qualifications rejection.

Signature on Request for Qualifications: An authorized representative of the Respondent must sign responses in ink. Signature on a response to the Request for Qualifications certifies that the response is made without connection with any person, firm or corporation submitting a response for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on a response to the Request for Qualifications also certifies that the Respondent has read and fully understands everything contained in the Request for Statement of Qualifications packet. No consideration will be given to any claim resulting from submitting a response without comprehending all requirements of the Request for Statement of Qualifications.

Qualification Modification: If modifications or erasures are made to the submittal before submission, the Respondent signing the submittal must initial modifications or erasures in ink. Responses, once submitted, may be modified in writing before the time and date set for Request for Statement of Qualifications closing. Any modifications after submission shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies prior submittal. Modifications must be submitted in a sealed envelope clearly marked "Qualification Modification" and identifying the Request for Statement of Qualifications number and closing date. The required envelope marking is set forth below. Respondents may not modify Qualifications after closing time for responses..

Qualification Modification
Request for Statement of Qualifications
Recruitment Services
15-023CM Closing Date: _____, 2015

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Qualifications Withdrawals: Responses may be withdrawn in writing on a company letterhead signed by an authorized representative and received by the City of Medford Purchasing Agent prior to closing time for responses. Withdrawals must be submitted in a sealed envelope clearly marked "Response Withdrawal" and identifying the Request for Statement of Qualifications number and closing dated. The required envelope marking is set forth below. Qualifications may also be withdrawn in person before the response closing time upon presentation of appropriate identification indicating the person's authority to withdraw the response.

Response Withdrawal
Request for Statement of Qualifications
Recruitment Services
15-023CM Closing Date: _____, 2015

Proprietary Information: The opened responses shall be available for public inspection (ORS 192.420 to 192.505) after all responses have been ranked, except to the extent the respondent designates trade secrets or other proprietary data to be confidential. (ORS 192.501 (2)). The responsibility is on the respondent to ensure that any pages deemed proprietary are clearly marked.

Qualifications Submission: Sealed responses must be received and time-stamped by the City of Medford Purchasing Agent prior to closing time for responses to the Request for Statement of Qualifications. No responses received after response closing time will be considered. To ensure proper identification and handling, all responses must be submitted in a sealed envelope with the words **"RECRUITMENT SERVICES STATEMENT OF QUALIFICATIONS – CLOSING TIME 2:00 PM _____, 2015"** written in the lower left hand corner of the envelope. The City of Medford Purchasing Agent shall not be responsible for the proper identification and handling of any submittal not submitted in an envelope bearing the required labeling.

Respondent shall include one (1) electronic copy (cd or thumb drive) Request for Statement of Qualifications response and six (6)high-quality hard copies of the Request for Statement of Qualifications response. If respondent uses any color documents, all six (6) copies and the electronic copy shall include color copies.

Request for Statement of Qualifications Document: Copies of Request for Statement of Qualifications documents obtained from sources other than the City of Medford (such as other contractors or plan centers) are not valid Request for Qualifications documents. It is the respondent's responsibility to ensure that their name is on the City of Medford's plan holder list for this particular project in order to receive notification of all addenda as well as additional relevant information.

Opening of Responses to Request for Statement of Qualifications: Responses will be opened at the scheduled opening time in the City of Medford Purchasing Agent's office (unless otherwise specified) 411 W. 8th Street, Room 380 Medford, Oregon 97501.

Request for Copies of Responses: In accordance with ORS 192.410 to 192.505, responses are not required to be available for public inspection until after all responses have been ranked.

Evaluation Criteria: An Evaluation Committee, designated by the City Council, will evaluate the Qualifications submitted. Based on this review, three (3) or more respondents may be recommended for personal interviews in Medford with City Council for the appointment of an executive recruiting firm to assist the City's search for a City Manager. The City Council retains full discretion to interview any respondent regardless of the Committee recommendations. The evaluation criteria are provided in Section II.

The Council will, by motion in a public meeting, select one (1) or more qualified firms and direct the City Manager Pro Tem, and/or designee(s) to enter into negotiations for a consulting contract with the selected firm(s). A copy of a proposed contract for services is attached to the Request for Statement of Qualifications. Respondents shall identify in their response any contract terms that Respondents believe need modification. Upon acceptance of a

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consulting contract, the City Council will approve the contract by motion during a public meeting and the Mayor shall sign the contract.

The City of Medford reserves the right to solicit additional information from respondents should the Evaluation Committee or City Council deem such information necessary during the evaluation, interview or selection process.

Equal Opportunity: The City of Medford programs, services and activities are open to all persons without regard to race, sex, age, handicap, religion, ethnic background, sexual orientation or national origin. The requirements for ensuring that employees and applicants for employment are not discriminated against should be called to the Respondent's attention.

Contact: For additional information regarding this Request for Statement of Qualifications, direct questions to the appropriate person listed below. Please do not attempt to contact any member of the Evaluation Committee. Such contact may disqualify your submittal.

Request for Qualifications Questions:
Gary H. Wheeler
Mayor
Mayor@cityofmedford.org
(541) 774-2000

Procurement Questions:
John W. Hoke
City Manager Pro Tem
bill.hoke@cityofmedford.org
(541) 774-2009

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SECTION II
EVALUATION CRITERIA

This is a request for statement of qualifications for assisting the City of Medford in Recruitment Services for a City Manager

EVALUATION CRITERIA: Qualifications shall be reviewed and evaluated on the following criteria.

1.	Experience with recruiting/placing Public Sector Executives	15 points
2.	Experience of Key Personnel	15 points
3.	Thoroughness and creativity of recruitment plan	0 – 20 points
4.	References	0 – 20 points
5.	Timeline	0 – 10 points
6.	Cost	0 – 10 points
7.	Scorer's Discretionary Points	0 – 10 points

*Point ranges and/or criteria can be adjusted. Points must total 100 points maximum.

An Evaluation Committee so designated by the Medford City Council will evaluate the Qualifications submitted. Based on this review, three (3) or more respondents may be recommended to the City Council for personal interviews in Medford, with City Council for the appointment of an executive recruiting firm to assist with the search for a City Manager. The City Council retains full discretion to interview any respondent, regardless of the Committee recommendations.

The Council may, by motion, during a public meeting, select one (1) or more qualified firms and direct the City Manager Pro Tem, and/or designee(s) to enter into negotiations for a consulting contract with the selected firms. Upon acceptance of a consulting contract, the City Council will approve the contract by motion during a public meeting and the Mayor shall sign the contract.

REFERENCES: The City of Medford reserves the right to investigate the references provided and the past performance of all Respondents with respect to their successful performance while providing similar services to any client, past or present.

ADDITIONAL INFORMATION: The City of Medford reserves the right to solicit additional information from Respondents should the Evaluation Committee or the City Council deem such information necessary during the evaluation, interview or selection process.

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SECTION III
QUALIFICATIONS SUBMISSION FORM

I, the undersigned, submit the following Response to the Request for Statement of Qualifications for assisting the City of Medford in Recruitment Services for a City Manager

Respondent's Signature: _____

Respondent's Name PRINTED _____

Designated Contact Person _____

Company Name: _____

Address: _____

_____

Phone: _____

Fax Number: _____

E-mail Address: _____

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SECTION IV
GENERAL INFORMATION TO BE PROVIDED

The following are **minimum** requirements.

1.0 **Introduction**

You are invited to submit your statement of qualifications in a response to the Request for Statement of Qualifications to assist the City of Medford with Recruitment Services for a City Manager.

In order to participate, six (6) copies of the Request for Statement of Qualifications response, plus one electronic copy (cd or thumb drive) request for Statement of Qualifications response must be received in the City of Medford Purchasing Agent's Office, 411 W 8th Street Room 380, Medford, OR 97501 by 2:00 PM, _____, 2015. If a respondent uses any color documents, all six (6) copies and the electronic copy shall include color copies.

2.0 **General Information**

Medford Oregon, population of approximately77, 677, is located in SW Oregon in the Rogue River valley and is approximately 20 miles north of the Oregon/California border. Medford is the county seat of Jackson County. The Medford MSA has a population of approximately 208,545 and is the fourth largest MSA in Oregon.

Weather in Medford is relatively moderate with average low temperatures in the winter of approximately 20 degrees Fahrenheit and highs of 100 degrees and higher in summer months.

The City Council recently approved a resolution of intent to appoint a City Manager.

The Evaluation Committee will propose to the City Council three (3) or more professional consulting firms or organizations which are qualified to perform consulting services for the recruitments and eventual appointment of a City Manager. The City Council retains full discretion to interview any respondent, regardless of the Committee recommendations. Following the interview process, the Council may, by motion during a public meeting, select one (1) or more qualified firms and direct the City Manager Pro Tem and/or designee(s) to enter into negotiations for a consulting contract with the selected firms. Upon acceptance of a consulting contract the City Council will approve the contract by motion during a public meeting and the Mayor shall sign the contract.

3.0 **Request for statement of qualifications Time Table**

RFQ Release Date:		_____
Qualifications Closing Date:		Three weeks after advertisement
Results of Qualifications Review	by Committee	One week after closing date
Interviews, if applicable		Two to four weeks after results

4.0 **Scope of Work**

The City of Medford requires the services of an executive recruitment firm to assist the City Council with the recruitment of a new City Manager.

The Executive Recruitment firm will be responsible for various services, not limited to the following:

4.1 Assist the City Council in modifying the job description for a City Manager, if necessary.

4.2 Publication of notices and/or advertising in the appropriate trade journals or other candidate-related publications and performance of all other notice procedures leading to the submission of applications.

4.3 Receipt and review of all applications and screening of all candidates to narrow the field to the best-qualified candidates. Conduct an extensive candidate review designed to give detailed

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information on leading candidates, including performing personal interviews with the top applicants and preparation of in-depth reports on the top candidates to be discussed with City Council. For the top candidates, conduct limited reference checks, verify educational accomplishments and conduct criminal history, driving record and sex offender checks in all states where an applicant has worked.

4.4 Reduction of the applications to the best qualified applicants and the candidate reports to the City Manager Pro Tem, and/or designee(s), who will forward to the City Council. Candidate reports shall include a candidate list with names, current and past employments, educational experience, attributes, comments, and leadership style.

4.5 Report to the City Council every two weeks: Report shall include

- The number of applicants received in response to all recruitment efforts
- The number of those responding that are qualified and moving forward in the process
- Where recruitment efforts have been published or otherwise been made available to the public
- The number of personal interviews and reference checks conducted
- Once a month include an updated Gantt chart

4.6 Advise City Council and provide other services related to the selection process including but not limited to

- Attending initial scoping and strategy meeting with City Council and staff
- Use City input for designing and implementing an effective recruitment and advertising strategy to identify and reach the best qualified candidates
- Developing interview questions
- Developing scoring matrix
- Set up of the interview process
- Conduct background checks as requested
- Assist the City Council in its evaluation, interview and selection process

4.7 The selected contractor shall appoint a key person to handle the recruitment of a City Manager on behalf of the City Council. Contractor shall agree not to remove any Key Person without the prior written consent of the City of Medford City Council.

5.0 **Preparation**

5.1 Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to create and banking services as described herein.

6.0 **Items Required in Request for Statement of Qualifications**

6.1 **Title Page/Cover** including the name of the proposing firm, its principal business address where the contact person is located.

6.2 **Table of Contents.**

6.3 **Transmittal Letter** signed by the relationship manager assigned to the City of Medford.

6.4 **Staff Profile** to include a description of the firm's experience in providing executive recruitment services to the public sector, including staff resources dedicated to the public sector.

6.5 **Timeline:** Include a Gantt chart illustrating the project from contract execution to the hiring of a new City Manager. In addition, document hiring timeline of Public Sector CEOs hired in past five (5) years.

6.6 **Cost Estimate**: In a separate sealed envelope marked Cost Estimate (include one (1) clearly marked original and six (6) copies), provide a cost estimate to perform all work related to this project. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this Request for statement of qualifications. **All costs must be identified**. This process is not considered a bid, nor will cost alone decide who is selected.

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6.7 **Process and Methodology**: Explain in detail your process and methodology of approach to the recruitment.

6.8 **Scope of Work**: Provide a detailed description of the scope of work to be performed by your firm.

6.9 **Qualifications, Experience & Facilities**: A history and structure of the firm, a listing of the account manager and all key personnel to be utilized on the project, including their educational background, work history, percentage time commitments for this project, areas of responsibility, and a statement of their particular expertise and experience related to this type of project.

6.10 **Placements:** Include a list of successful placements of Public Sector CEO's and their tenure in those positions, broken down 0-3 years, 3-5 years, and 5+ years.

6.11 **References:** This section is to include three (3) public sector references, including a brief description of the services provided within the last three (3) years. List should include names of entities, contact persons, addresses, telephone numbers, FAX numbers and e-mail addresses. The City reserves the right to investigate the references and the past performance of any respondent with respect to the level of performance on similar projects, compliance with specifications and contractual obligations, and completion of a project on schedule.

7.0 **Cost of Request for Statement of Qualifications and Associated Responses**

This Request For Qualifications does not commit the City to paying any expenses incurred by any Respondent in the submission or presentation of a response to this Request for Statement of Qualifications, or in making the necessary studies for the preparation of a response to this Request for Statement of Qualifications, or in traveling to the site of the interviews in connection with this selection process. All such costs and expenses shall be borne by each Respondent.

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SAMPLE

CONSULTING SERVICES/PERSONAL SERVICES CONTRACT

for

Executive Recruitment Firm

THIS AGREEMENT, made this _____ day of _____, 20___, by and between _____, a _____ in the State of _____, hereinafter referred to as "CONTRACTOR", and the CITY OF MEDFORD, a municipal corporation in the State of Oregon, hereinafter referred to as "CLIENT".

Article 1. The Work

The CLIENT hereby agrees to engage the CONTRACTOR to perform the technical and/or professional services as hereinafter set forth. CONTRACTOR is not an employee of the CLIENT.

Article 2. Scope of Services

The CONTRACTOR shall perform the services set forth in Exhibit "A", entitled Scope of Services, attached hereto and by reference incorporated herein and made a part hereof. CONTRACTOR is employed to render a professional service only, and any payments made to the CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the work. Except as otherwise agreed by the parties, CONTRACTOR shall follow the usual and customary practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

Article 3. Time of Performance

The services of the CONTRACTOR are to commence within _____ after the date of this Agreement. The work shall be completed in accordance with the schedule developed by the parties hereto and contained in the schedule of performance and all work covered by this Agreement shall be completed within _____ from the date of this Agreement.

Article 4. Personnel

A. The CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.

B. All of the services required hereunder will be performed by the CONTRACTOR or under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

C. CONTRACTOR shall be responsible to ensure that it and any subcontractors

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comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279B and 279C are attached hereto as Exhibit ___ and incorporated herein by reference.

D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.

Article 5. Compliance with Laws and Regulations

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to possession of a valid City of Medford business license, in any manner affecting the conduct of the work, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the work.

Article 6. Federal Requirements and Provisions

Notwithstanding any other provision hereof, any applicable federal laws, rules or regulations are to govern in any case where federal funds are involved and the federal laws conflict with any provision hereof.

Article 7. Compensation

The CLIENT shall compensate the CONTRACTOR in accordance with the Schedule of Charges and Payment Schedule set forth in Exhibit ___, which shall include the basis for rates and charges. Compensation shall be billed monthly in summary form giving employees names and hours and expense data. Payment to CONTRACTOR is due upon presentation of invoice to CLIENT and is to be made within thirty (30) days.

Article 8. Payment to Contractor and Extras

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), and in consideration of the faithful performance of the work herein embraced and provided for, as set forth in this contract, solicitation, general specifications and special provisions, notice to contractors, and plans which are a part thereof, in accordance with the directions of the CLIENT and to its satisfaction, CLIENT agrees to pay to CONTRACTOR the amount earned by CONTRACTOR under said contract, as provided in the general specifications and special provisions attached. All payments will be made at the times and in the manner provided in the general and special provisions incorporated herein and in accordance with the regulations of CLIENT in regard to the payment of claims, which regulations provide, among other things, that all claims against CLIENT shall be submitted to CLIENT upon vouchers.

Except as otherwise provided herein, no payment for extras shall be made unless and

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until such extras and the price therefor have been authorized in writing in advance.

Article 9. Data to be Furnished

All information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined in Exhibit A hereof shall be made available to the CONTRACTOR without charge by the CLIENT, and the CLIENT shall cooperate in the carrying out of the work without undue delay.

Article 10. Changes

The CLIENT may from time to time request changes in the scope of the services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the CONTRACTOR, shall be mutually agreed upon by and between the parties hereto and shall be incorporated as written amendments to this Agreement.

Article 11. Suspension of Work

CLIENT may suspend, in writing, all or a portion of the work under this Agreement if unforeseen circumstances beyond CLIENT'S control make normal progress of the work impossible. CONTRACTOR may request that the work be suspended by notifying CLIENT, in writing, of circumstances that are interfering with the normal progress of work. CONTRACTOR may suspend work on Project in the event CLIENT does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 12.

Article 12 Termination of Work

CLIENT may terminate all or a portion of the work covered by this Agreement for its convenience. CLIENT or CONTRACTOR may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of CLIENT, become its property. If requested by CLIENT, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONTRACTOR shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that CLIENT shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONTRACTOR shall be liable to CLIENT for any damages resulting from CONTRACTOR'S breach of its obligations under this contract.

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Article 13. Default

If CONTRACTOR fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workmen or equipment or with sufficient materials to insure the prompt completion of the work, or shall neglect or refuse to remove and replace materials or work that have been rejected as defective or unsuitable, or shall discontinue the prosecution of the work or if CONTRACTOR shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against CONTRACTOR unsatisfied for a period of forty-eight hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever, shall not carry on the work in an acceptable manner, CLIENT shall give notice in writing to CONTRACTOR and CONTRACTOR'S surety of such delay, neglect or default, and if CONTRACTOR, within a period of ten days after such notice shall not proceed in accordance therewith, then CLIENT in addition to the rights and remedies to which CLIENT may be entitled by law for the enforcement of its rights hereunder or upon breach of covenant shall have full power and authority, without violating this contract, to take the prosecution of the work out of the hands of CONTRACTOR, to appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may award a contract for the completion of this contract according to the terms and provisions hereof, or use such methods as in its opinion shall be required for the completion of this contract, in an acceptable manner. All costs and charges incurred by CLIENT together with the costs of completing the work under the contract, shall be deducted from any money due or which shall become due said CONTRACTOR. In case the expense so incurred by CLIENT shall be less than the sum which would have been payable under the contract, if it had been completed by CONTRACTOR hereunder, then CONTRACTOR shall be entitled to receive the difference less any damages for delay to which CLIENT may be entitled, and in case such expense shall exceed the sum which would have been payable under the contract, CONTRACTOR and the surety shall be liable and agree to and shall pay CLIENT the amount of said excess with damages for delay of performance, if any. CONTRACTOR shall not make any disposition of the plant, machinery, tools, appliances, supplies or materials used on or in connection with the work, whether by sale, covenants, or encumbrance, inconsistent with the provisions of this contract.

The contract may be canceled at the election of CLIENT for any failure or refusal on the part of CONTRACTOR to faithfully perform this contract according to its terms and conditions.

Article 14. Non-Appropriation

Notwithstanding the termination provisions and the Default section above, termination may occur for non-appropriation. Specifically, all CLIENT obligations to spend money under this contract are contingent upon future appropriations as part of the CLIENT budget process and local budget law, and the failure of the Council and Budget Committee to make the appropriation shall necessarily result in termination of this contract. As such, in the event insufficient funds are appropriated for the payments under this contract, then the CLIENT may terminate this

contract at the end of its current fiscal year, with no further liability or penalty to the CLIENT. The CLIENT shall deliver written notice to CONTRACTOR of such termination no later than thirty (30) days from the determination by the CLIENT of the event of non-appropriation.

Article 15. Interest of the Contractor

The CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONTRACTOR further covenants that in the performance of this work no person having any such interest shall be employed.

Article 16. Findings Confidential

No report, information, or other data given to or prepared or assembled by the CONTRACTOR pursuant to this Agreement which the CLIENT has requested be kept confidential, shall be made available to any individual or organization by the CONTRACTOR without the prior written approval of the CLIENT.

Article 17. Subletting or Assignment

Neither of the parties hereto shall assign, sublet or transfer his interest in this Agreement or any portion thereof without the prior written consent of the other.

Article 18. Rights to and Disposition of Data

The term "subject data" as used herein includes all data, written materials, photographs, drawings or other information collected or created under this Agreement whether delivered under this Agreement or not. The term does not include financial records, accounting records or other information incidental to the administration of this Agreement. All subject data shall be retained by the CONTRACTOR, in accordance with the terms of this Agreement, until disposition of such subject data shall have been determined in a manner mutually agreeable to the parties hereto. Subject data shall be available for study and utilization by the CLIENT so long as such subject data is in the possession of the CONTRACTOR. Following termination or completion of the work pursuant to this Agreement, upon request, CONTRACTOR will deliver copies of all subject data to CLIENT and the CLIENT may duplicate, use and disclose in any manner and for any purpose whatsoever all subject data. Upon request, all final reports and other materials prepared by CONTRACTOR under this agreement shall be the property of CLIENT.

Article 19. Publications

It is agreed that either or both of the parties hereto may publish at any time, subject to the terms of this Agreement, the results of the work conducted hereunder, provided credit is given to the individuals and organizations who conducted and sponsored the work. A copy of each manuscript to be submitted for publication by either or the parties hereto shall be furnished to the

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other party prior to such submission for publication, and five (5) copies or reprints shall be furnished to the other party subsequent to publication. Articles or works reporting on the subject work hereunder or on portions thereof which are published by the CONTRACTOR shall contain the forward, preface or footnote a statement to the effect that publication of the article or work does not necessarily indicate acceptance by the CLIENT of the findings, conclusions or recommendations either inferred or specifically expressed therein.

Article 20. Intellectual Property, Including but Not Limited to Copyrights

Neither party shall claim any copyright protection for any reports, maps or other documents produced in whole or in part under this Agreement.

Article 21. Indemnity

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless CLIENT, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this Agreement. Provided, however, that CONTRACTOR shall not be required to indemnify CLIENT against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CLIENT.

Article 22. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:

(1) Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least $1,000,000 per Occurrence and a General Aggregate of at least $2,000,000. *"The City of Medford and its officers, employees and agents while acting within the scope of their duties as such"* shall be named an Additional Insured by endorsement.

(2) Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least $1,000,000.

(3) Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any sub-contractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least $500,000.

If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit the City's form for ***Declaration of Exemption from Oregon Statutory Workers Compensation*** in lieu of Workers Compensations Insurance.

(4) Professional Liability Insurance (also known as "Errors and Omissions" or "malpractice liability" insurance for professionally trained, licensed, or certified service providers) with a limit of at least $2,000,000. Such coverage may be on a "claims made" policy form. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory "tail" coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of CONTRACTOR.

CONTRACTOR shall submit to CLIENT certificates of insurance for all policies listed above at time of this Agreement, and at each subsequent insurance renewal for the life of this Agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to CLIENT for two (2) years following the effective term of this Agreement. Certificate Holder (and additional insured for General Liability) shall be shown as: City of Medford, 411 West 8th Street, Medford, OR 97501. *Any request for exemption from this requirement must be in writing and approved by the CLIENT'S Risk Manager.*

CONTRACTOR is responsible to assure that CLIENT receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this Agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONTRACTOR shall itself provide the written notice in the event that its insurance companies will not or do notprovide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the CONTRACTOR for liability granted generally by law or specifically in the terms of this Agreement. In no case shall CLIENT be responsible for any amount of CONTRACTOR self-insurance, or any retention, deductible, or coinsurance amount required by CONTRACTOR's insurance policies.

Article 23. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Article 24. Integration

This Agreement represents the entire understanding of CLIENT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Article 25. Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this Agreement shall be in that state. Any litigation arising from this Agreement shall commence in Jackson County, Oregon.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

CITY OF MEDFORD

ATTEST:_____ By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____

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EXHIBIT _____
OREGON STATUTORY PUBLIC CONTRACT PROVISIONS

THE FOLLOWING PROVISIONS PERTAIN TO PUBLIC PROCUREMENTS (OTHER THAN PUBLIC IMPROVEMENTS)

ORS 279B.220
CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING

CONTRACTOR shall:

(1) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against CITY on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ORS 279B.225
CONDITION CONCERNING SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL

CONTRACTOR shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230
CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

(1) CONTRACTOR shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all monies and sums which CONTRACTOR collected or deducted from the wages of employees, under any law, contract or agreement, for the purpose of providing or paying for the services.

(2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.235
CONDITION CONCERNING HOURS OF LABOR

(1) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) Employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the employee shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) Does not apply.

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(5)(a) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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