

Master City of San José Consultant Agreement
Approved Service Order
(Non-Capital Projects)

Cover Page

- 1a. Intentionally Omitted 1b. AC Contract No.: 663896
2. Approved Service Order No. 03
3. Consultant's Name: **PREQUALIFIED READY EMPLOYEES FOR POWER INTERNATIONAL LLC**

4. Project Name: **Division Manager, Energy Risk Management & Contracts Administration – Community Energy Department**
5. Project Location: **San Jose, CA**
6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	226,000.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$	28,000.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	198,000.00

d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

501-78-300188-4052

Fund:	Appn:	RC:	Amount: \$28,000.00
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Authorized Signature: Allen Fong Date: 7/22/2021

8. Division Analyst Approval: Manjit Atwal Date: 7/22/2021

9. Consultant Approval: [Signature] Date: 7/22/2021

10. Approval as to Form (City Attorney):

Service Order Form Approved by the Office of the City Attorney
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form: N/A Date: _____
(Sr.) Deputy City Attorney

11. City Director Approval: [Signature] Date: 7/27/2021

Task No. 2: Candidate Assessment

A. Services: Consultant will review application packages, conduct preliminary screenings to identify potential, qualified candidates. Consultant will develop a client report containing the results of the preliminary assessment. Consultant will present the client report to City staff to identify and select the top five (5) to ten (10) candidates for interviews.

B. Deliverables:

- Consultant will acknowledge, review, and evaluate all applications, resumes, supporting materials received from all candidates.
- Consultant will provide City with weekly progress report on the applications received to include the applicants' names, their current positions and organizations.
- Consultant will conduct preliminary (phone/virtual) screening interviews with candidates. Consultant will identify the most qualified candidates based on the position profile.
- Consultant will review/screen candidates' applications to ensure that top candidates' meet academic degrees/licenses/certifications requirements as listed on the brochure.
- Consultant will prepare a client report containing the results of the preliminary screening and recommend the candidates whose backgrounds and experiences closely match the requirements of the position.
- Consultant will present the client report to City staff to select top candidates for interviews.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: August 16, 2021
- On or before ___ Business Days from _____

Task No. 3: Selection Process

A. Services: Consultant will design a selection process for the top candidates identified. Consultant will provide City with all materials needed to conduct interviews and facilitate the interviews. Consultant will facilitate final interviews if requested to identify the finalist.



B. Deliverables:

- Consultant will design a selection process for the recommended top candidates from the preliminary screening including but not limited to interview questions, rating forms, and selection tips.
- Consultant will prepare all materials needed to conduct interviews and provide them to City with sufficient time prior to interview day for review and approval.
- Consultant will invite candidates for interview and provide candidates with all necessary instructions to prepare for the interview day.
- Consultant will attend and facilitate the interview process.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: September 06, 2021
- On or before ____ Business Days from _____

Task No. 4: Recruitment Closure and Follow Up

A. **Services:** Upon City's selection of the finalists, Consultants will conduct reference checks, media check, credit history check and background check for the finalists. Consultant will also assist City staff to formulate the appropriate compensation and other employment arrangements for the selected candidate.

B. Deliverables:

- Consultant will conduct reference checks, media check, credit history check and background check for the top candidates as identified and confirmed by the City through the final interviews.
- Consultant will assist City in formulating the appropriate compensation and other employment arrangements for the selected candidates.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: October 30, 2021
- On or before ____ Business Days from _____



Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Manjit Atwal	Phone No.: 408.975.1402
Department: HR	E-mail: manjit.atwal@sanjoseca.gov
Address: 200 E. Santa Clara St., 4 th Floor, Tower, SJ, CA 95113	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. *If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."*

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				<input checked="" type="checkbox"/>
Name: Matt Sadinsky, CEO	Phone No.: 704.641.4417			<input checked="" type="checkbox"/>
Address: 7002 Bevington Woods Lane, Charlotte, NC 28277 - 3581	E-mail: Matt.Sadinsky@prepintl.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				<input checked="" type="checkbox"/>
2.				<input checked="" type="checkbox"/>

3. **Subconsultants:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1. n/a	
2.	
3.	

4. **Reimbursable Expenses:** If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____ n/a _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will **not** reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
1	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$7,000.00
2	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$7,000.00
3	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$7,000.00
4	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$7,000.00
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:	
		\$0.00	
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	
		\$0.00	
Maximum Service Order Compensation (sum of Parts 1 through 3):			
\$28,000.00			





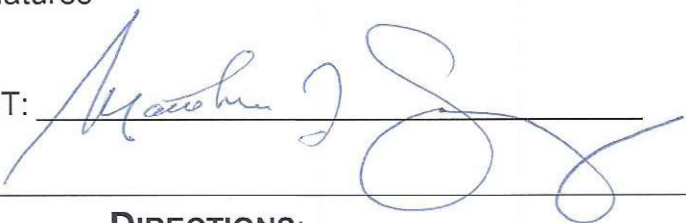
- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Manjit Atwal
STAFF EMAIL: manjit.atwal@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 7/22/2021 TOTAL PAGES: 8 (INCLUDING THIS PAGE) 147
CONSULTANT NAME: MATTHEW SADINSKY @ PrepIntelLLC.
EMAIL: MAT.SADINSKY@PREPINTL.COM
PHONE: 704 641-4477

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN **BLUE INK**
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
 Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Service Order

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 663896 -002

Contractor: Prequalified Ready Employees for Power International LLC (Prep Intl)

Address: 5113 Piper Station Dr Suite 206, Charlotte NC 28277-6690

Phone: 704-752-6414

Email: matt.sadinsky@prepintl.com

Contract Description: Service Order #3 to the Master Consultant Agreement for the Division Manager, Energy Risk Management & Contracts Administration - Community Energy Department recruitment

Term Start Date: upon execution Term End Date: 9/6/2021 Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: N/A Date Conducted: N/A

Agenda Date (if applicable): N/A

Agenda Item No.: N/A

Resolution No.: N/A

Ordinance No.: N/A

Original Contract Amount: 290,000

Amount of Increase/Decrease: 28,000

Option #: of Option Amount: N/A

NTE/Updated Contract Amount: 230,000

Fund/Appropriation: 501 / 0782 (501-78-300188-4052)

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 9320190140


Expiration Date: 04/15/2022

Department: HR (48)

Department Contact: Carrie Rank

Customer (Finance Only): _____

Notes:

Department Director Signature:  7/27/2021
Date

Office of the City Manager Signature: _____ Date