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

### Cover Page

1a.	a. Intentionally Omitted  1b. AC Contract No.: 663896	
2.	Approved Service Order No. 03	
3.	Consultant's Name: PREQUALIFED 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.	)r
7.	. Budget/Fiscal:	
	a. Current unencumbered amount in Master Agreement: \$ 226,00	00.00
	b. Maximum Service Order Compensation for this Approved Service Order: \$ 28,0	00.00
	c. New unencumbered balance in Master Agreement (7.a – 7.b):	00.00
	d. Appropriation Certification: I certify that an unexpended appropriation in the amount of the Maxi 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	mum
	Fund: Appn: RC: Amount: \$28,000.00	
	Authorized Signature: Allen Fong Date: 7/22/2	021
8.	. Division Analyst Approval: Mangit Atwal Date: 7/22/2	021
9.	Consultant Approval: Legation J. Date: 7/2	2/202
10.	0. 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.	1. City Director Approval: Bate: 7/27/2	<u>2021</u>

Master Agreement AC No.: 663896

Consultant: Prequalified Ready Employees for Power Intl, LLC (PReP Intl)

Service Order No.: 03

### Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

### General Description of Project for which Consultant will Provide Services:

Recruitment to fill the Division Manager - Energy Risk Management & Contracts Administration position for Community Energy Department

### Task No. 1: Outreach

A. <u>Services</u>: Consultant will develop a brochure to advertise the position. Consultant conducts and facilitates meetings with Community Energy Department (CED) staff, Human Resources (HR) staff and other stakeholders as identified by the City to obtain detailed understanding of the positions, key goals, challenges, and organizational cultures to perform outreach. If requested by the City, Consultant will also conduct and/or facilitate community outreach meetings and focus group discussions.

Consultant will distribute and advertise the final, approved brochure to develop a diverse and qualified candidate pool.

### B. Deliverables:

- Consultant will develop a brochure to advertise the position.
- Meet with stakeholders regarding the position and the recruitment process.
- Review of position job description and any prior position announcements.
- Posting of position announcement on consultant's website and social media sources as applicable (Twitter, Facebook, LinkedIn, Instagram).
- Distribution of position announcement to relevant professional network contacts via direct e-mail
  or telephone. Consultant shall outreach targeted individuals in comparable organizations at the
  appropriate levels to advertise the recruitment and gauge interest. Targeted outreach can
  include but not limited to direct phone calls, emails, and/or direct mail campaign as applicable.
- Placing advertisements for publication in magazines, journals, newsletters, websites, job bulletins, key professional associations, and other resources as deemed appropriate by Consultant to develop a diverse and qualified candidate pool.
- Consultant shall outreach to any potential qualified candidates from Consultant's past searches.
- Consultant shall use the brochure to provide information about the position to potential 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:				
	$\boxtimes$	On or before the following date:	July 30, 2021			
		On or before Business Days from	The state of the s			

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment A: Tasks

Form/File No.: 1349220/T-32026

City Attorney Approval Date: September 2016

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Consultant: Prequalified Ready Employees for Power Intl, LLC (PReP Intl)

Service Order No.: 03

### Task No. 2: Candidate Assessment

A. <u>Services</u>: 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.	Compl accord	etion Time: The Consultant must complete the services and deliverable for this task in ance with whichever one of the following time is marked:	
	$\boxtimes$	On or before the following date:August 16, 2021	
		On or before Business Days from	

### Task No. 3: Selection Process

A. <u>Services</u>: 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.

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Service Order - Attachment A: Tasks

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Consultant: Prequalified Ready Employees for Power Intl, LLC (PReP Intl)

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### 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.

	$\boxtimes$	On or before the	following date:	September 06, 2021
		On or before	_ Business Days fro	om
Took N	do 1: D	ocruitment Closu	re and Follow Up	
IdSKI	NO. 4. N	eci ditinent Glosd	ic and I onow op	
A.	credit	history check and ate the appropriate	background check for e compensation and	ts, Consultants will conduct reference checks, media check or the finalists. Consultant will also assist City staff to other employment arrangements for the selected
В.	Delive	erables:		
	•	Consultant will o	conduct reference ch candidates as iden	necks, media check, credit history check and background tiffied and confirmed by the City through the final interviews
	e Comp	Consultant will a arrangements for	assist City in formulator the selected candi	ting the appropriate compensation and other employment dates.
				model of hateroper transmissist torul abstitute.
	Comr	oletion Time: The	Consultant must con ver one of the follow	mplete the services and deliverable for this task in ring time is marked:
C.	accord	Jance with whiche		
C.	accord		e following date:	October 30, 2021

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Service Order - Attachment A: Tasks

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### Attachment B: Terms and Conditions

1. <u>City's Contract Manager</u>: 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., 4th 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."

		Required 1	to File Form 70	0?
Consultant's Con	tract Manager	Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Matt Sadinsky, CEO	Phone No.: 704.641.4417			X
Address: 7002 Bevington Woods Lane, Charlotte, NC 28277 - 3581	E-mail: Matt.Sadinsky@prepintl.com			
Other St.	affing			
<u>Name</u> :	Assignment:			
1.				X
2.				X

Form Name: Master Consultant Agreement (Non-Capital Projects)
Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349220/T-32026

City Attorney Approval Date: September 2016

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Master Agreement	AC	No.:	663896
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Consultant: Prequalified Ready Employees for Power Intl, LLC (PRcP Intl)

Service Order No.: 03

The Consultant can use the following subconsultants to assist in providing the required and deliverables:						
	Subconsultant's Name	Area of Work				
	1. n/a					
	2.					
	3.					
Servident	nbursable Expenses: If the Compensation Table solice Order states that the City will reimburse the Consisted in Subsection 10.5.3 of the Master Agreement wing box is marked and additional reimbursable expenses.	sultant for expenses, then only the exp are Reimbursable Expenses unless th				
	wing 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:					

Additional Reimbursable Expense(s)	Mark-up
1 n/a	n hamma line and s
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.

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Service Order - Attachment B: Terms and Conditions

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Master Agreement AC No.: 663896 Consultant: Prequalified Ready Employees for Power Intl, LLC (PReP Intl) Service Order No.: 03

# Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance 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.

Column 1	Column 2	2		Column 3		Column 4
Task Nos. from Attachment A	Basis of Compensation	ensation		Invoice Period		Compensation
_	Time & Materials	Fixed Fee	☐ Monthly		☐ Completion of Work	\$7,000.00
2	Time & Materials	Fixed Fee	☐ Monthly		☐ Completion of Work	\$7,000.00
8	☐ Time & Materials	Fixed Fee	☐ Monthly		☐ Completion of Work	\$7,000.00
4	☐ Time & Materials	⊠ Fixed Fee	☐ Monthly		☐ Completion of Work	\$7,000.00
		Part 2	Part 2 – Reimbursable Expenses	ole Expenses		
No expense Column 4 of	<ul><li></li></ul>	The amount(s) in all expenses.	Expenses	Expenses are separately reimbursable in the maximum amount of:	the maximum amount of:	\$0.00
		Par	Part 3 - Subconsultant Costs	ıltant Costs		
Subconsulta amount(s) ir	Subconsultant costs are <b>not</b> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.	mpensable. The subconsultant costs.	Subconsult amount of:	Subconsultant costs are separately compensable in the maximum amount of:	pensable in the maximum	\$0.00
			Maximum	Maximum Service Order Compensation (sum of Parts 1 through 3):	(sum of Parts 1 through 3):	\$28,000.00

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Form Name: Master Consultant Agreement (Non-Capital Projects)
Service Order - Attachment C: Compensation Table
Form/File No.: 1349220/T-32026
City Attorney Approval Date: September 2016



For your Electronic signature
Fully Executed Copy to Follow

CITY STAFF: Manjit Atwal

STAFF EMAIL: manjit.atwal@sanjoseca.gov

## **SCANNED SIGNATURE AUTHORIZATION**

EM.	TOTAL PAGES:  (INCLUDING THIS PAGE)  NSULTANT NAME:  AIL:  ONE:  Total PAGES:  (INCLUDING THIS PAGE)  Rep INTLUC.  PAGE OF CONSULTANT:  A GY 1.4417  SIGNATURE OF CONSULTANT:  Many Sagrage of Consultant of Con				
	DIRECTIONS:				
RE	REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:				
	1. SIGN THE DOCUMENT				
	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:				
AL	TERNATIVE METHODS OF VERIFICATION:				
3	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 <b>OR</b> Return to Dept. (circle one)	<ul><li>☐ Business Tax Certificate</li><li>☐ Contacted Clerk re: Fo</li></ul>	
Type of Document: Service Order	Type of Contract	Consulting Services
REQUIRED INFORMATION FOR A	LL CONTRACTS:	Existing GILES # 663896 -002
Contractor: Prequalified Ready En	nployees for Power Intern	ational LLC (Prep Intl)
Address: 5113 Piper Station Dr S	uite 206, Charlotte NC 28	277-6690
Phone: 704-752-6414	Ema	il: matt.sadinsky@prepintl.com
Contract Description: Service Orde Energy Risk I Department r	Management & Contracts	tant Agreement for the Division Manager, Administration - Community Energy
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 Ar	mount: N/A	NTE/Updated Contract Amount: 230,000
Fund/Appropriation: 501 / 0782 (50	01-78-300188-4 <u>052</u> )	
Form 700 Required (Selection mandate	ory 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:	Bchembri	7/27/2021
L		Date
Office of the City Manager Signatu	ıre:	