

02/20/14

City of Gainesville  
Gainesville Regional Utilities  
Contract No. 2008 - 131

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES AND  
MYCOFF, FRY & PROUSE, LLC.**

**Executive Search Services**

**THIS FIRST AMENDMENT** is made and entered into this 18<sup>th</sup> day of August, 2011\* by and between the **CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES**, ("GRU"), a Florida municipal corporation, 301 SE 4<sup>th</sup> Avenue, Gainesville, Florida 32601, and **MYCOFF, FRY & PROUSE, LLC**. ("CONSULTANT"), a Connecticut Corporation, 12935 U.S. Highway 285, Conifer, Colorado 80433, collectively as **PARTY** or **PARTIES**, respectively.

**WHEREAS**, the PARTIES entered into a Contract dated October 16, 2008 for executive search services on an as-needed basis ("Contract") through September 30, 2011; and

**WHEREAS**, the original Contract provides a 3-year extension upon mutual agreement of the PARTIES and negotiation of the Contract pricing and terms; and

**WHEREAS**, GRU desires to exercise a 3-year extension in order to continue the contractual relationship with CONSULTANT.

**NOW, THEREFORE**, in consideration of the foregoing premises and the covenants contained herein, the PARTIES agree as follows:


1. CONSULTANT shall continue to provide executive search services on an as-needed basis in accordance with the specifications.
2. The term of the Contract shall be extended from October 1, 2011 to September 30, 2014.
3. All other terms and conditions of the Contract, except as modified herein, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this First Amendment on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original contract.

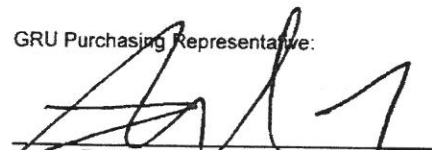
**MYCOFF, FRY & PROUSE, LLC.**

**CITY OF GAINESVILLE d/b/a  
GAINESVILLE REGIONAL UTILITIES**

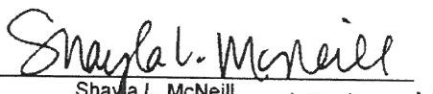
BY:   
Scott A. Fry  
Managing Director

BY:   
Sandy M. Barnard  
Human Resources Director

GRU Purchasing Representative:

  
E. Alexander Corvetto, C.P.S.M.  
Analyst

Approved as to form and legality:

  
Shayla L. McNeill  
Utilities Attorney  
19 Aug 11

\* City Commission Approval Date

**CONTRACT BETWEEN  
THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES  
AND MYCOFF, FRY & PROUSE, LLC.**

**Executive Search Services**

**THIS CONTRACT** is made and entered into this 16<sup>th</sup> day of October 2008\*, by and between the **CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES, ("GRU")** a Florida municipal corporation with offices at 301 S.E. 4<sup>th</sup> Avenue, Gainesville, FL 32601 and **MYCOFF, FRY & PROUSE, LLC., ("Contractor")**, a Connecticut Corporation, 12935 U.S. Highway 285, Conifer, Colorado 80433.

**WHEREAS**, GRU requires the expertise of an executive search firm to help identify and reach qualified candidates nationwide; and

**WHEREAS**, GRU issued a Request for Proposal No. 2008 - 131 dated July 3, 2008 to establish a Contract for the provision of executive search services; and

**WHEREAS**, Mycoff, Fry & Prouse, LLC. submitted a proposal dated July 31, 2008 in accordance with the RFP; and

**WHEREAS**, GRU desires to award this contract to Mycoff, Fry & Prouse, LLC for the provision of executive search services.

**NOW, THEREFORE**, in consideration of the foregoing premises and mutual covenants contained herein, the parties agree as follows:

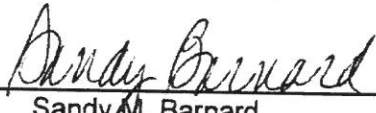
1. Contractor shall provide executive search services with the following enumerated Specifications and Documents, which are attached hereto and by this reference, are incorporated herein.
  - 1.1 GRU's Request for Proposal No. 2008 - 131 dated July 3, 2008 (Attachment "A").
  - 1.2 Mycoff, Fry & Prouse, LLC.'s Proposal dated July 31, 2008 (Attachment "B").
2. The term of this Contract shall commence on November 1, 2008 and terminate on September 30, 2011. The Contract may be extended for one (1) additional three (3) year period, upon mutual agreement of the parties and negotiation of prices.
3. GRU shall pay the Contractor for the faithful performance of this Contract the price as bid by the Contractor. Payment of any amount due on this Contract shall be made upon verified invoice within thirty (30) days of the receipt of the approved invoice.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

**MYCOFF, FRY & PROUSE, LLC.**

**CITY OF GAINESVILLE d/b/a  
GAINESVILLE REGIONAL UTILITIES**

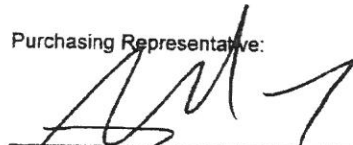
BY:   
\_\_\_\_\_  
Scott A. Fry  
Managing Director

BY:   
\_\_\_\_\_  
Sandy M. Barnard  
Human Resources Director

Approved as to form and legality:

  
\_\_\_\_\_  
Raymond C. Manasco, Jr.  
Utilities Attorney

Purchasing Representative:

  
\_\_\_\_\_  
E. Alexander Corvetto  
Buyer Analyst



**CITY OF GAINESVILLE  
d/b/a GAINESVILLE REGIONAL UTILITIES**

**REQUEST FOR PROPOSALS No. 2008 – 131  
EXECUTIVE SEARCH SERVICES FOR EXECUTIVE AND HIGH LEVEL  
MANAGEMENT AND PROFESSIONAL POSITIONS FOR ELECTRIC GENERATION  
AND DISTRIBUTION MUNICIPAL MULTI-SERVICE UTILITIES**

The City of Gainesville, d/b/a Gainesville Regional Utilities ("GRU") is requesting proposals for the purpose of retaining the professional services of an executive search firm to assist in the selection and placement of executive and high level management and professional positions for electric generation and distribution municipal multi-services utilities.

One (1) original and four (4) copies of the Proposal should be sent to and received **no later than 2:00 p.m., local time, August 6, 2008, at the following address:**

Gainesville Regional Utilities  
Purchasing Division  
301 S.E. 4th Avenue  
Gainesville, FL 32601

**Submittals should indicate on the envelope and cover sheet the following information:**

Request for Proposals (RFP No. 2008 -131)  
Executive Search Services for executive and high level management and professional positions for electric generation and distribution municipal multi-services utilities.

**ANY PROPOSAL SUBMITTED AFTER THE DUE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED.**

A handwritten signature in black ink, appearing to read 'E. Corvetto', is written over a horizontal line.

E. Alexander Corvetto  
Buyer Analyst  
Phone (352) 393 - 1209  
Facsimile (352) 334-2989  
E-mail: [corvettoa@gru.com](mailto:corvettoa@gru.com)



**CITY OF GAINESVILLE  
REQUEST FOR PROPOSALS FOR  
EXECUTIVE SEARCH SERVICES FOR EXECUTIVE AND HIGH LEVEL  
MANAGEMENT AND PROFESSIONAL POSITIONS FOR ELECTRIC GENERATION  
AND DISTRIBUTION MUNICIPAL MULTI-SERVICE UTILITIES**

**SECTION I - REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES**

RFP No. 2008 – 131

July 3, 2008

**A. INTRODUCTION / BACKGROUND**

The City of Gainesville d/b/a Gainesville Regional Utilities (hereafter "GRU") is requesting proposals from qualified firms/providers to perform executive search services for professional level positions. GRU intends to select and contract with executive search firm to perform executive search services for professional level positions.

The City of Gainesville is the county seat and largest city in Alachua County with a population estimate of 117,754. It is home to the University of Florida and Santa Fe Community College. The City is operated under a Commission-Manager form of government. The City Commission is comprised of six elected commissioners and the mayor. There are six charter officers reporting to the Commission: City Manager, General Manager for Utilities, City Attorney, City Auditor, Clerk of the Commission and Equal Opportunity Director.

**OVERVIEW OF GAINESVILLE REGIONAL UTILITIES**

The services provided by GRU include regional electric, water, wastewater, natural gas and telecommunication.

GRU employs approximately 840 employees. Under its home rule powers and pursuant to its Charter, the City owns and operates a combined utilities system (the "System"), which provides the City and certain unincorporated areas of Alachua County with electric, natural gas, water, wastewater, and telecommunication services. Natural gas service is also provided to retail customers within the corporate limits of the City of Alachua. All facilities of the System are owned by the City, and all facilities, except the City's undivided ownership interest in Crystal River 3, a nuclear powered electric generating unit, are operated by the City.

The water and wastewater systems were established in 1891 to provide water and wastewater service to the City. The water and wastewater systems served an average of 62,890 and 55,821 customers, respectively, in the fiscal year ending September 30, 2004.

The water system has a nominal capacity of 54 Mgd and the wastewater system has a treatment capacity of 22.4 Mgd average annual daily flow.

The electric system was established in 1912 to provide street lighting and electric service to the downtown area. Continuous expansion of the electric system and its generating capacity has resulted in the electric system serving an average of 85,638 customers in the fiscal year ending September 30, 2004 and having a maximum net summer generating capacity of 611 MW.

The natural gas system was acquired in 1990 to provide gas distribution throughout the City. The gas system served an average of 30,901 customers in the fiscal year ending September 30, 2004.

The telecommunication system, GRUCom, was established in 1995 to provide communication services to the Gainesville area in a manner that would minimize duplication of facilities, maximize interconnectivity, simplify access, and promote the evolution of new technologies and business opportunities. GRUCom operates a state-of-the-art fiber optic network and current product lines include telecommunications transport services, Internet access services, communication tower antenna space leasing services, and public safety radio services.

## **B. RFP TIME TABLE**

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	July 3, 2008
Deadline for receipt of questions	July 17, 2008
<b>Deadline for receipt of proposals</b>	<b>August 6, 2008 (2:00 p.m. local time)</b>
Evaluation process completed	Approximately August 20, 2008
Oral presentations (if deemed necessary)	Late August – September 2008
Projected award date	September - October 2008
Projected contract start date	October - November 2008

## **C. PROPOSAL SUBMISSION.**

One original and four (4) copies of the proposal must be received by August 6, 2008 at 2:00 p.m. local time at which time all proposals will be publicly opened.

The original and all copies must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title and number and due date and delivered to:

Proposals may be mailed or delivered to:

**Utilities Purchasing  
Gainesville Regional Utilities  
Third Floor Administration Building  
301 S.E. 4th Avenue  
Gainesville, Florida 32601**

Hand-carried and express mail proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 2:00 p.m. (local time), August 6, 2008 will not be considered and will be returned unopened.

The Proposal must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer. The proposer must affix their company's corporate seal to the Proposal or, in the absence of a corporate seal, the Proposal must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by GRU as constituting an offer by the Proposer to perform the required services at the stated fees.

#### **D. CONTACT PERSON**

The contact person for this RFP is E. Alexander Corvetto, Buyer Analyst, who may be reached at (352) 393-1209. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, **in writing** to [corvettoea@gru.com](mailto:corvettoea@gru.com).

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with City personnel related to this RFP is permitted, except as authorized by the contact person. Any such unauthorized contact may result in the disqualification of the proposer's submittal.

#### **E. INTERPRETATIONS AND ADDENDA**

All questions about the meaning or intent of the RFP are to be directed to the Purchasing Representative who has signed the RFP. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP. Questions received after the deadline for receipt of questions in the RFP Time Table may not be answered. Only questions



answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the RFP as deemed advisable by the Purchasing Contact.

Addenda issued by GRU prior to the opening date shall be binding as if written into the RFP. Proposers are required to acknowledge receipt of the addenda by providing a copy of the Addendum Form with the proposal.

#### **F. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals received after the Proposal Due Date and Time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

#### **G. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

GRU may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

#### **H. COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to GRU, or any work performed in connection therewith shall be borne by the proposer(s). Neither payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by GRU.

#### **I. ORAL PRESENTATION**

GRU may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

#### **J. EXAMINATION OF CONTRACT DOCUMENTS.**

It is the responsibility of each Proposer before submitting a Proposal, to (a) examine the RFP thoroughly, (b) visit the sites to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Proposer's observations with the Request for Proposal, and (e) notify the Purchasing Representative of all conflicts, errors or discrepancies in the RFP. Failure to do so will be at Proposer's own risk. A Proposer shall not be relieved of a requirement of this RFP on the plea of error.



A Proposer who is aggrieved in connection with the specifications of this proposal may protest in writing to Purchasing prior to the closing date.

#### **K. PROPRIETARY INFORMATION**

Responses to this Request for Proposals upon receipt by GRU become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential and/or proprietary, you should clearly assert such exemption and the specific legal authority of the asserted exemption. All material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's/provider's name and the proposal number marked on the outside.

#### **L. QUALIFICATIONS OF PROPOSERS**

As a part of the Proposal evaluation process, GRU may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to GRU upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by GRU.

If Proposer is determined to be irresponsible or unreliable, GRU will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

#### **M. NEGOTIATIONS**

GRU may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

GRU reserves the right to enter into contract negotiations with the selected proposer. If GRU and the selected proposer cannot negotiate a successful contract, GRU may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against GRU arising from such negotiations.

## **N. RIGHTS OF APPEAL**

The request for proposal solicitation process is in accordance with and subject to Gainesville Regional Utilities Purchasing Procedures. Participants in this RFP solicitation may protest the RFP specifications or award recommendation in accordance with Section 23 of the GRU Purchasing Procedures.

## **O. RULES; REGULATIONS; LICENSING REQUIREMENT**

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

## **P. SMALL BUSINESS ENTERPRISE PARTICIPATION**

The City of Gainesville strongly encourages participation by qualified small business enterprises (MBEs/SBEs) as defined in the City of Gainesville/Gainesville Regional Utilities Small Business Procurement Program.

## **Q. LOCAL VENDOR PREFERENCE**

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the City may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the firm/provider has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the firm/provider operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the firm/provider must provide a copy of the occupational license and Zoning Compliance Permit in its proposal. (See Exhibit A—Local Vendor Preference Ordinance.)

## SECTION II - SCOPE OF SERVICES

### A. INTENT

It is the intent of GRU to obtain proposals from qualified firms/providers to perform executive search services to assist in the selection and placement of professional level positions.

### B. SCOPE OF SERVICES

The selected firm shall conduct nationwide executive searches and recruitment, which includes the recruitment of a diverse group of applicants that demonstrate characteristics, experience and competencies that would qualify them for this position. The Contractor shall provide applicable services which will include, but are not limited to, the following:

- Develop a strategy for carrying out the recruitment, including outreach to encourage applicants from diverse backgrounds to apply.
- Develop a recruitment brochure and solicitations that describe the various professional level positions, the City organization and the community.
- Conduct a broad and thorough nationwide recruitment including, but not limited to, professional publications, advertisements, Internet, targeted recruitment and professional contacts to ensure a pool of qualified individuals.
- Acknowledge receipt of candidates' application materials.
- Review resumes and conduct initial screening of all candidates' applications utilizing the criteria developed with department.
- Review resumes for background and qualifications and conduct telephone interviews to clarify each applicant's experience. Prepare a written summary to the department detailing background, achievements, and strengths of each candidate, including the resume of up to 20 candidates with the most promising qualifications. Candidate information to be provided within 60 days of execution of the contract.
- The department will review the written summary and resumes and select up to ten (10) candidates on which the Contractor shall conduct background checks as described below.
- Verify education and employment history. The background check shall include, but not be limited to, a detailed financial, newspaper, Internet, criminal and civil litigation investigation. In the event a politically sensitive or potentially embarrassing issue arises in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event to the department.
- After receipt of the background checks, the team will select approximately 5 candidates to interview.



- For executive searches:
  - Coordinate all on-site portions of the selection process including scheduling interviews and other activities, and making travel and lodging arrangements as directed by GRU.
  - Conduct face-to-face interviews with selected semi-finalists.
  - Schedule and facilitate on-site interviews.
  
- For manager, engineering and other searches:
  - Telephone screens candidates.
  - Schedule telephone and subsequent face-to-face interviews.
  
- Assist with salary, contract and employment negotiations with the selected candidate.
- Provide notification to all candidates not selected as finalists for the position.
- Conduct background investigations, including prior employment verification.
- Provide a one year guarantee on all retained searches.

### **SECTION III - PROPOSAL FORMAT**

Proposals must contain, at a minimum, the following information. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

#### **A. FORMAT AND CONTENTS OF PROPOSAL**

##### **1. Table of Contents**

The table of contents should outline in sequential order the major sections of the proposal, and all pages of the proposal, including any enclosures, which must be clearly and consecutively numbered and referenced in the table of contents.

##### **2. Technical Proposals**

The technical proposal is a narrative which addresses the scope of services, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant. The technical proposal must contain a strategy for carrying out the recruitment, including outreach to encourage applicants from diverse backgrounds.

##### **3. Cost Proposal**

The cost proposal must contain the following information:



- The proposed fee to perform the professional services as listed in the Scope of Services. The proposed fee may be a fixed lump sum amount or a percentage of the hiring salary of the Professional Level individual. If a percentage of the hiring salary is proposed, a **maximum fee** shall be included to serve as the highest amount the firm will be paid for the services.
- An itemized list of reimbursable expenses for the services that will be performed or provided by the firm as listed in the Scope of Services including the cost for each. Services include, but are not limited to the firm's travel expenses, administrative costs, background checks, miscellaneous expenses, etc. A **maximum fee** for these expenses shall also be included to serve as the highest amount the firm will be paid for these services. **Note:** Do not include costs associated with the candidates' reimbursable expenses which will be reimbursed to the candidate by GRU.
- Cost breakdown for any additional activities/techniques identified in the Technical Proposal not included in the fees outlined above.
- An hourly rate at which GRU would be billed for any services that GRU might request outside the scope of items listed in the RFP.

#### 4. Timetable

Proposers shall provide a complete timetable outlining the estimated length of time for each major component of the project.

### B. QUALIFICATIONS / STATEMENT OF QUALIFICATIONS

#### 1. Minimum Requirements

- Currently houses a database of at least 25,000 candidates.
- Has at least 7 years of experience in the electric generation and distribution municipal multi-services utilities.
- Has successfully placed multiple executives, first and second – line managers and engineers in electric generation and distribution for municipal multi-service utilities.
- Has successfully placed diversity candidates in executive and high level management, engineering and technical professional positions in electric generation and distribution for municipal multi-service utilities.
- Has successfully placed engineers and technical professionals in electric generation and distribution for municipal multi-service utilities.

#### 2. Background and Experience of the Firm/Provider

Provide a summary of the firm's/provider's background, including, but not limited to, founding date, history, the names of principals and relationships with any parent, subsidiary, and/or affiliation of other firms/providers, and the location of the closest servicing office. Provide a narrative of recruitment services the

firm/provider has conducted within the last three (3) years that demonstrates the firm's/provider's successful experience working with local jurisdictions and government leaders in hiring professional positions for multi-service utilities.

### 3. Staff Qualifications and Assignments

Include resumes (biographies) for all professional staff that would be assigned to work on this project, describing each individual's education, specialized training or certification, and experience in this area to which they will be assigned. Include a company organizational chart to identify the name and location of key personnel. Identify a project manager and whether he/she will have decision-making authority and the extent to which he/she will be available to GRU.

### 4. References

Provide a reference, including name, title, address, telephone number and e-mail address, from at least five (5) City governments and/or municipal utilities that used the proposer's services for recruiting a top level manager.

**A copy of your Occupational License and Zoning Compliance Permit must be submitted with the proposal if a local preference is requested.**

## SECTION IV – EVALUATION CRITERIA AND PROCEDURES

### A. EVALUATION CRITERIA

The proposals will be evaluated to ensure that all minimum requirements (as described in Section III B 1) of the Request for Proposals are met. Those proposals determined to be responsive will be further evaluated based on the following criteria:

- **Qualifications and experience of the firm/provider.** The firm's/provider's record of successful search/recruitment assignments for executive and high level management professional and hard to fill positions for electric generation and distribution municipal (Co-op) multi-service utilities.
- **Expertise of Firm's/Provider's Personnel.** The personnel that would be assigned to this project and their qualifications, experience, abilities and skills with similar projects for electric generation and distribution municipal multi-service utilities.
- **Methodology/Responsiveness.** Proposer's overall problem-solving approach, including proposed methodologies, processes, techniques, standards and creativity required for search and recruitment of an executive and high level management professional position for electric generation municipal multi-service utilities. The proposal should clearly state an understanding of the work to be performed.

- **References.** Past performance and references for prior experience with electric generation and distribution municipal multi-service utilities filling similar positions including clients in Florida.
- **Costs.** Pricing as outlined in the proposal requirements.
- **Schedule.** Time line being proposed for professional searches, availability of assigned resources and time lines in which resources will be assigned to recruit and expected time of placement of candidate.
- **Local Vendor Preference.** See Section Q of the RFP for specific requirements and application of the Local Vendor Preference.
- **Diversity.** The firm's/provider's record of successfully placing diversity candidates in executive and high level management, engineering and technical professional positions.

## **B. SELECTION PROCESS**

The Contractor will be selected from the qualified firms/providers submitting responses to this Request for Proposals. The selection process will be as follows:

1. An evaluation committee consisting of GRU staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation of all RFPs, GRU may request oral presentations from the top ranked firms/providers. During the oral presentations, the firms/providers shall further detail their qualifications, approach to the project, recruitment strategy to encourage a diverse applicant pool, and ability to furnish the required services. These presentations shall be made at no cost to GRU. The team will select the firm/provider after the presentations.
3. GRU will negotiate a contract with the selected firm/provider. Should GRU be unable to negotiate a satisfactory contract with the selected firm/provider, the matter will be returned to the team to select between the remaining firms or start the process over.

## **C. ORAL PRESENTATION**

- Proposers considered most qualified may be selected for an oral presentation.

## **SECTION V - GENERAL PROVISIONS**

### **A. CONTRACT AWARD**

As a result of this RFP, GRU may enter into a contract with one or more proposers, as it determines to be in its best interest. The proposal will not constitute a contract but will supply provisions, which will, if accepted, be incorporated by reference into an agreement



between the parties. All material submitted with the proposal shall be considered a part of the proposal and will be incorporated into the agreement to the extent accepted by GRU. Any questions about this RFP are to be faxed to 352-334-2989. Responses to questions that occur during the proposal evaluation period may be included as part of the contract.

## B. GENERAL TERMS AND CONDITIONS

The Firm/Provider must comply with the following General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposal. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. **Public Entity Crimes.** Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted firms/providers list."
2. **Indemnification.** The Contractor shall agree to indemnify and save harmless GRU, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
3. **Insurance.** The Contractor shall procure and shall maintain broad form comprehensive general liability insurance (including contractual coverage) and comprehensive automobile liability insurance in the amounts shown below. GRU shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed. The Contractor shall furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required. Such certificate or an endorsement provided by the Contractor must state that GRU will be given thirty (30) days' written notice prior to cancellation or material change in coverage.

Comprehensive General  
(Public) Liability

\$1,000,000 combined single limit  
for bodily injury and property damage  
(other than automobile)



Automobile Bodily Injury	\$ 300,000 per individual \$ 500,000 aggregate
Automobile Property Damage Liability	\$ 500,000 per occurrence
Professional Liability	\$1,000,000 bodily injury and property damage combined

Worker's Compensation - The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all employees to be engaged in work under this Contract.

4. Sovereign Immunity. Nothing in the executed contract shall be interpreted that GRU waives its sovereign immunity.
5. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.

## Exhibit A

### ARTICLE X. LOCAL PREFERENCE POLICY Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

### Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

### Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the City, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the City. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

### Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;

- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.  
(Ord. No. 001261, § 5, 3-29-04)

\*Editor's note: Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

ATTACHMENT "B"

ORIGINAL

M  
F&P  
MYCOFF  
FRY & PROUSE LLC





**Executive and Personnel Search Services Proposal**

**Gainesville Regional Utilities**

**July 31, 2008**

**ORIGINAL**

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## Executive and Personnel Search Services Proposal Gainesville Regional Utilities

### Objective

Mycoff, Fry & Prouse will conduct comprehensive recruitment campaigns to locate personnel for Gainesville Regional Utilities (GRU) in Gainesville, Florida.

### Mycoff, Fry & Prouse Overview

Founded in 1974, Mycoff, Fry & Prouse has become a recognized leader in the recruitment of executives, management personnel, and industry experts for the electric, natural gas, and water industries. We are typically selected by clients who require executive search services from a firm with substantive knowledge of the industries listed. Our clients include public power organizations, investor-owned utilities, rural cooperatives, transmission companies, independent system operators, reliability organizations, non-utility generators, energy marketers, and consultants who serve these firms.

As a "boutique" firm with a staff of six, we are students of the aforementioned industries constantly monitoring organizations to determine successful practices and results. We maintain an extensive database of 40,000 executives, management personnel, and industry experts in every region of the country.

We successfully completed assignments for Presidents and Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, Senior Vice Presidents, Vice Presidents, Directors, Managers, and various industry experts.

Attached is a partial listing of some of our completed engagements, which provides specific examples of searches we successfully completed along with contact information so our performance can be verified.

Mycoff, Fry & Prouse is proud of the repeat business we enjoy with our clients, which we feel is the true measure of performance.

### Mycoff, Fry & Prouse' Staff

Based on availability, one of Mycoff, Fry & Prouse's Managing Directors, Carl Mycoff, Scott Fry, or Lanie Prouse, will lead our efforts on search engagements. Timing and potential schedule conflicts will dictate each Managing Director's availability; however, due to his previous work with GRU, Scott Fry will lead engagements whenever possible. A short profile is attached for the three Managing Directors.



## Scope of Work

To search out suitable candidates and facilitate the selection of qualified personnel, Mycoff, Fry & Prouse proposes:

### *Information Gathering*

GRU will designate the status of each recruiting assignment as either "Executive" or "Personnel," dependant upon the level of support desired. More senior level management recruitments benefit greatly from Mycoff, Fry & Prouse's experience and we recommend the "Executive" search service for these engagements. First- and second-line positions, individual contributors, and industry specialists are typically better-suited to the "Personnel" search service.

Mycoff, Fry & Prouse will meet with GRU to obtain information regarding:

- The responsibilities and duties of targeted vacant positions.
- The desired training, experience, talents, skills, and personal attributes of desired candidates.
- GRU's organization and related operating performance and business strategies.
- The relationship of the targeted vacant positions to the organization.
- Advancement opportunities within GRU.
- GRU's statistics (revenue, financial condition, customers, staff, resources, corporate culture, etc.).
- Regional statistics (population, climate, growth rate, regional culture, cost of living, etc.).

### *Develop a Position Profile*

Mycoff, Fry & Prouse will use the gathered information, in consultation with GRU, to develop position profiles that describe the responsibilities; duties; required training, education, experience, and personal abilities; and information about GRU and its regional statistics.

### *Conduct Recruitment Activities*

After compiling the information listed under *Information Gathering*, we will research our extensive database and other resources to identify potential candidates or "leads" to potential candidates. We will call these individuals to determine their suitability, or to solicit suggestions of other possible candidates.

As requested by GRU, Mycoff, Fry & Prouse will place advertisements in suitable publications to solicit individuals not in our database. This will include postings on GRU's and Mycoff, Fry & Prouse's web sites. In these cases, candidates that respond directly to GRU regarding the vacancy will be redirected to Mycoff, Fry & Prouse either verbally, in writing, or through forwarding links on GRU's website.

Mycoff, Fry & Prouse will conduct telephone interviews with the most promising candidates to investigate the following:

- The degree the candidates' education and experience satisfy the established criteria.
- The candidates' level of interest in the targeted vacant position.
- The candidates' and their families' attitudes toward a job change and relocation.
- The feasibility of a job change and relocation (ease of home sale, retirement plans, family ties, health, etc.).
- The candidates' current compensation, the cost of living in their present location, and their compensation requirements.

For each recruiting assignment, Mycoff, Fry & Prouse will evaluate candidates, submit a long list of appropriate individuals along with their credentials, and recommend a short list of the most qualified.

#### ***Interview of Candidates***

For "Executive" recruiting assignments, GRU will review the resumes and recommend a semi-finalist group of prospects. Mycoff, Fry & Prouse will conduct personal interviews with these individuals in Gainesville, Florida. We will evaluate the candidates' suitability and recommend finalists for an interview with GRU.

Mycoff, Fry & Prouse will assist GRU to interview these finalist candidates by:

- Notifying candidates of their selection or rejection.
- Scheduling interviews.
- Facilitating GRU's interviews.
- Background investigations.
- Salary, contract, and employment negotiations.

For "Personnel" recruiting assignments in the GRU organization, GRU will review the resumes and recommend a short-list of prospects. Once approved, GRU will conduct additional telephone interviews with selected candidates to identify the most appropriate for an interview with GRU.

Mycoff, Fry & Prouse will assist GRU in the process by:

- Notifying candidates of their selection or rejection.
- Scheduling interviews.
- Background investigations.
- Salary, contract, and employment negotiations.

## Fees and Expenses

Mycoff, Fry & Prouse's fee for "Executive" recruiting assignments will be 28% of the annual agreed upon salary of the successful candidate, with a minimum fee of \$35,000 and a maximum fee of \$55,000, plus expenses. This fee is payable at one-third of the estimated salary in advance; one-third when Mycoff, Fry & Prouse submits the long list of candidates; and the balance at the new employee's start date.

Mycoff, Fry & Prouse's fee for "Personnel" recruiting assignments will be 28% of the annual agreed upon salary of the successful candidate, with a minimum fee of \$28,000 and a maximum fee of \$45,000, plus expenses. This fee is payable at one-third of the estimated salary in advance; one-third when Mycoff, Fry & Prouse submits the long list of candidates; and the balance at the new employee's start date.

***Reimbursable expenses, which will be billed with a 10% mark-up for handling and carrying costs, will include:***

- Travel expenses for Mycoff, Fry & Prouse to meet with GRU as described under *Information Gathering*.
- Mycoff, Fry & Prouse's and candidates' travel expenses to conduct our personal interviews.
- Recruitment advertising expenses as approved by GRU.
- Travel expenses for Mycoff, Fry & Prouse to attend additional GRU's interviews or other meetings as requested by GRU.

Mycoff, Fry & Prouse's hourly rate for services beyond the previously defined *Scope of Services* is typically \$200/hour. However, Mycoff, Fry & Prouse can be flexible during a search process and will waive such fees within reasonable boundaries.

GRU will incur expenses to interview the finalists in Gainesville, Florida, and expenses to relocate the selected individual.

Mycoff, Fry & Prouse will incur telephone, postage, printing, and other administrative expenses.

## Additional Information

### ***Diversity and Minority Placements***

Throughout its history, Mycoff, Fry & Prouse has aggressively identified and recruited some of the top minority and female candidates in the industry. Within the attached "Completed Search Assignment" document, you will find some examples of our minority and female placements (each minority and/or female placement has an asterisk (\*) next to the position title). At the request of GRU, Mycoff, Fry & Prouse may advertise in appropriate minority and female publications to complement the candidate pool.



### ***Guarantee***

Mycoff, Fry & Prouse will conduct an additional search for no fee should the candidates we recommended for "Executive" recruiting assignments terminate employment for any reason other than lack of work, illness, injury, or death within one year of their employment date.

Mycoff, Fry & Prouse will conduct an additional search for no fee should the candidates we recommended for "Personnel" recruiting assignments terminate employment for any reason other than lack of work, illness, injury, or death within six months of their employment date.

### ***Cancellation***

GRU or Mycoff, Fry & Prouse may cancel this agreement at any time. If GRU employs any of the candidates submitted by Mycoff, Fry & Prouse later, GRU will pay Mycoff, Fry & Prouse the fee described above.

### ***Indemnification***

Mycoff, Fry & Prouse and GRU will mutually indemnify each other.

### ***Other Information***

Mycoff, Fry & Prouse is sensitive to the candidates' need for confidentiality and will not reveal identities until it is appropriate. We take special care to not jeopardize anyone's present employment or to hinder our clients' capabilities.

Background investigations will include verifying education and conducting professional reference checks to verify past performance.

Mycoff, Fry & Prouse adheres to all laws applicable to recruitment and employment and maintains on-going customary insurance policies.

Mycoff, Fry & Prouse will provide GRU with status reports throughout the recruitment process.

## **Timetable**

### **Preliminary schedule and duration of the activities to be performed:**

We typically advise our clients to anticipate between four and six months between contract approval and the start date of the new employee. Our typical schedule for an executive recruitment follows:

**Information Gathering (1-4 weeks)** – Includes scheduling and execution of initial meetings with Mycoff, Fry & Prouse, search description development, and approval of the description.

**Conduct Recruitment Activities (4-8 weeks)** – Includes database research, identification and telephone screening of candidates, and long-list report completion.

**Initial Interview Stage (2-4 weeks)** – Executive recruitments only - Includes scheduling and execution of face-to-face interviews with semi-finalist candidates in Gainesville, completion of reference checks, and completion of interview reports.

**Final Interview Stage (2-4 weeks)** – Includes scheduling and execution of face-to-face interviews with GRU and finalists in Gainesville.

**Close-out (2-8 weeks)** – Includes salary and employment negotiations and anticipation of 3-6 weeks of notice that the successful candidate may need before beginning employment. Please keep in mind these time frames vary widely primarily due to scheduling conflicts that always seem to arise between all parties involved. The early and late stages of this schedule assume most of those factors.

### Approvals



7/31/2008

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Scott A. Fry  
Managing Director  
Mycoff, Fry & Prouse LLC

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Signature, Name, Title, and Date  
Gainesville Regional Utilities



My Commission Expires:  
5/11/2010

## Managing Director Profiles

### Professional Profile

Carl A. Mycoff

Carl A. Mycoff is the founder and President of Mycoff, Fry & Prouse.

Mr. Mycoff formed Mycoff, Fry & Prouse in 1974 to specialize in executive recruitment for the electric, gas, water, and telecommunication industries. He has personally completed and managed searches for Presidents and Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, Executive Vice Presidents, General Counsels, Vice Presidents, General Managers, Directors, Managers, Supervisors, and other key level expert personnel. His clients include investor-owned utilities, public power organizations, rural cooperatives, independent system operators, reliability organizations, transmission companies, non-utility generators, energy marketers, railroads, coal mining concerns, consultants, and engineering firms.

Prior to founding Mycoff, Fry & Prouse, Mr. Mycoff worked at Gilbert/Commonwealth where he supervised the recruitment of personnel who designed and construct nuclear, fossil, and hydroelectric generating facilities, electric transmission facilities, and management consultants who performed financial, rate, and planning studies.

#### *Education*

Juniata College, Huntington, PA  
Bachelor's of Science in Economics, 1969

Purdue University, West Lafayette, IN.  
Engineering and Political Science studies 1965- 1967

#### *Professional Memberships*

Past President and Director of the Rocky Mountain Electric League (RMEL)  
2005 Recipient of RMEL's Distinguished Leader award.  
American Public Power Association (APPA)



### Professional Profile

Scott A. Fry

Scott A. Fry started with Mycoff, Fry & Prouse in 1996. He has personally completed searches for Presidents and Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, Executive Vice Presidents, General Counsels, Vice Presidents, General Managers, Directors, Managers, Supervisors, and other key level expert personnel. His clients include investor-owned utilities, public power organizations, rural cooperatives, generation & transmission cooperatives, independent system operators, reliability organizations, transmission companies, non-utility generators, energy marketers, consultants, and engineering firms.

Mr. Fry's previous experience is in construction management.

#### *Education*

University of Colorado, Denver, CO  
Studies in Psychology

Professional Education Certification for  
Public Utilities Reports - Principals of Public Utilities O&M, 11/1998  
Leadership Management Workshop 11/2004  
Principals of Power Plant Design, Permitting, Engineering & Economics 2/2006  
HR Recruiting & Hiring Training & Certification Program 7/2006  
Workforce Development 2/2007

#### *Professional Memberships*

Associate Member of American Public Power Association (APPA)  
Associate Member of National Rural Electric Cooperative Association (NRECA)  
Associate Member and Education Committee Member of the Rocky Mountain Electric League (RMEL)

### Professional Profile

Lanie L. Prouse

Lanie L. Prouse joined Mycoff, Fry & Prouse in 1996. She has personally completed searches for Presidents and Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, Executive Vice Presidents, General Counsels, Vice Presidents, General Managers, Directors, Managers, Supervisors, and other key level expert personnel. Her clients include investor-owned utilities, public power organizations, rural cooperatives, independent system operators, reliability organizations, transmission companies, non-utility generators, energy marketers, consultants, and engineering firms.

Ms. Prouse's prior experience is in marketing management for a restaurant franchise and a computer hardware company.

#### *Education*

University of Colorado, Boulder, CO  
Bachelor's of Science in Marketing, 5/1992

University of Colorado, Denver, CO  
Graduate level courses in English

Continuing Professional Education Certification for  
Public Utilities Reports, Inc. (P.U.R. Guide)  
Principals of Public Utilities Operations and Management, 12/1998

#### *Professional Memberships*

President of the Board of the Rocky Mountain Electric League (RMEL)  
Associate member of American Public Power Association (APPA)

**CERTIFICATE OF INSURANCE**

This certifies that



- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder MYCOFF, FRY & PROUSE LLC.  
 Address of policyholder 12935 US HIGHWAY 285  
 Location of operations 12935 US HIGHWAY 285  
 Description of operations CITY OF COLUMBIA, MO

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		
96-CL-3133-3F	Comprehensive Business Liability	11-10-2007	11-10-2008	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:				Each Occurrence	\$ 1,000,000
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> CASUALTY <input type="checkbox"/> HIRED AND NON OWNED AUTO COVERAGE				General Aggregate	\$ 2,000,000
				Products - Completed Operations Aggregate	\$
96-CL-3399-6F	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	<input checked="" type="checkbox"/> Umbrella	11-10-2007	11-10-2008	Each Occurrence	\$ 1,000,000
	<input type="checkbox"/> Other			Aggregate	\$ 1,000,000
96-KH-8130-2F	Workers' Compensation and Employers Liability	11-10-2007	11-10-2008	Part 1 STATUTORY Part 2 BODILY INJURY	
				Each Accident	\$ 1,000,000
				Disease - Each Employee	\$
				Disease - Policy Limit	\$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.  
 CERTIFICATE HOLDER IS ALSO ADDITIONAL INSURED.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

CITY OF GAINESVILLE  
 GAINESVILLE REGIONAL UTILITIES  
 PURCHASING DIVISION  
 301 SOUTH EAST 4<sup>TH</sup> AVE  
 GAINESVILLE FL 32601

*B Chapman*  
 Signature of Authorized Representative  
 BOB CHAPMAN 08/01/08  
 Title Date

Agent's Code Stamp

AFO Code b6f8



# Mycoff, Fry & Prouse Completed Engagements

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\* = Minority Candidate Placement

**Sacramento Municipal Utility District**  
General Manager (2008)

**Contact:**  
Mr. Larry Carr  
Chairman of the Board  
SMUD  
6201 S Street  
Sacramento, CA 95817-1899  
(916) 284-5458

**Northwest Energy Efficiency Alliance**  
\*Executive Director (2008)

**Contact:**  
Mr. Craig Smith  
Chairman of the Board  
NEEA  
529 SW Third Ave. Suite 600  
Portland, OR 97204  
(206) 769-2937

**Columbia Water & Light**  
General Manager (2008)

**Contact:**  
Mr. Bill Watkins  
City Manager  
City of Columbia  
600 East Broadway  
Columbia, MO 65205  
(573) 874-7214

**Waverly Light & Power**  
\*General Manager (2007)

**Contact:**  
Mr. Glenn Cannon  
General Manager – Retiring 12'07  
Waverly Light & Power  
Home: 1012 7<sup>th</sup> Avenue, NW  
Waverly, IA 50677  
(319) 230-8992

Mr. Gene Drape  
Member of the Board  
Waverly Light & Power  
1002 Adams Parkway  
Waverly, IA 50677  
(319) 269-9711

# Mycoff, Fry & Prouse Completed Engagements

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## Tacoma Public Utilities

Director/CEO (2008)  
Power Superintendent/COO (2006)  
Energy Conservation Manager (current)

### Contact:

Mr. Mark Crisson  
Director  
Tacoma Public Utilities  
P. O. Box 11007  
Tacoma, WA 98411-0007  
(253) 502-8200

## Seattle City Light

\*Power Management Executive (2007)  
Energy Delivery Engineering Director (2007)  
Conservation Resources Director (2007)  
Risk Management Director (2007)

### Contact:

Mr. Jorge Carrasco  
Superintendent/CEO  
Mr. Chris Heimgartner  
Customer Services & Power Delivery Officer  
Seattle City Light  
700 5<sup>th</sup> Avenue, Suite 3300  
Seattle, WA 98124  
(206) 684-3500  
(206) 684-3718

## Gainesville Regional Utilities (GRU)

General Manager (2008)  
Assistant General Manager (VP) Energy  
Supply (2004 & 2008)  
\*Chief Financial Officer (2004)  
\*Controller (2006)

### Contact:

Ms. Sandy Barnard  
Organizational Development Director  
Gainesville Regional Utilities  
301 Southeast 4<sup>th</sup> Avenue  
Gainesville, FL 32601  
(352) 393-1024

Mr. Michael Kurtz  
Former GRU GM  
Home: 2445 NW 38<sup>th</sup> St  
Gainesville, FL 32605  
(352) 375-0844

## Bryan Texas Utilities (BTU)

Chief Financial Officer (2006)  
Division Manager, Distribution (2007)  
Division Manager, Information Services  
(2001)  
Group Manager of Fiscal Services (2000)  
Plant Manager (1999)  
Division Manager, New Ventures (1999)

### Contact:

Mr. Dan Wilkerson  
Director of Electric Utilities/CEO  
Bryan Texas Utilities  
205 E. 28<sup>th</sup> Street  
Bryan, TX 77803  
(409) 821-5750

# Mycoff, Fry & Prouse Completed Engagements

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## **American Public Power Association**

President & Chief Executive Officer 2007

### **Contact:**

John R. Twitty  
President, APPA  
Chief Executive Officer  
City Utilities of Springfield, MO  
301 East Central  
P. O. Box 551  
Springfield, MO 65801-0551  
(417) 831-8600

## **City of Anaheim, CA Department of Water & Power**

\*General Manager/CEO (2000\* & 1990)

Asst. General Manager of Electric Services  
(2006 & 1996)

Asst. General Manager of Finance &  
Administration/CFO (2001)

Asst. General Manager of Water Services  
(1997)

Finance & Accounting Manager/Controller  
(2005 & 2007)

### **Contact:**

Ms. Marcie Edwards  
General Manager  
Anaheim Public Utilities  
201 South Anaheim Blvd.  
Suite 1101  
Anaheim, CA 92805  
(714) 765-5173

## **City of Pasadena, CA Department of Water and Power**

\*General Manager/CEO (2001)

Distribution Manager (2007)

### **Contact:**

Ms. Cynthia Kurtz  
City Manager  
Ms. Phyllis E. Currie  
General Manager  
City of Pasadena, CA Department of Water  
and Power  
100 North Garfield  
Pasadena, CA 91109  
(626) 744-4333  
(626) 744-4425

## **Southern Minnesota Municipal Power Agency (SMMPA)**

Executive Director/CEO (1998)

Chief Financial Officer (2007)

### **Contact:**

Mr. Larry Koshire  
Former SMMPA Chairman of the Board  
General Manager  
Rochester Public Utility Department  
4000 E. River Road, NE  
Rochester, MN 55904-2813  
(507) 280-1601



# Mycoff, Fry & Prouse Completed Engagements

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**Michigan Public Power Agency (MPPA)**  
Chief Executive Officer (2007)

**Contact:**  
Mr. Loren Howard  
MPPA Chairman of the Board  
General Manager  
Holland Board of Public Works  
625 Hastings Avenue  
Holland, MI 49423  
(616) 355-1572

**Omaha Public Power District (OPPD)**  
Chief Financial Officer (current)  
Director of Fuels (2007)

**Contact:**  
Mr. Timothy J. Burke  
Vice President  
Omaha Public Power District  
444 South 16th Street Mall  
Omaha, NE 68102-2247  
(402) 636-3220

**Oklahoma Municipal Power Authority (OMPA)**  
\*General Manager (2006)  
Director, Operations (2007)

**Contact:**  
Mr. Charles Lamb  
Chairman of the Board  
Oklahoma Municipal Power Authority  
P. O. Box 1960  
Edmond, OK 73083-1960  
(405) 348-7926

**City of Palo Alto Utilities**  
\*Director of Utilities (2006)

**Contact:**  
Ms. Emily Harrison  
Assistant City Manager  
City of Palo Alto  
250 Hamilton Ave  
Palo Alto, CA 94301  
(650) 329-2533

# Mycoff, Fry & Prouse Completed Engagements

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## **City of Independence, MO**

Director of the Power & Light Department  
(2006 & 1994)

### **Contact:**

Mr. Robert Heacock  
City Manager  
City of Independence, MO  
111 East Maple  
Independence, MO 64051-0519  
(816) 325-7170

## **American Municipal Power - Ohio**

Vice President Power Supply Services (2006)

### **Contact:**

Mr. Mark S. Gerken  
President & CEO  
American Municipal Power-Ohio  
2600 Airport Drive  
Columbus, OH 43219  
(614) 337 6222

## **Nebraska Public Power District (NPPD)**

President & CEO (2002, 1995 & 1989)

\*Vice President of Marketing (1997)

General Counsel (1995)

Plant Manager (2006 & 2002)

Station Chemist (2004 & 2003)

Chief Information Officer (2001)

Fossil Engineering Manager (2000)

Training Manager (2000)

Logistics Manager (1999)

Manager of Human Resources (1998)

Manager of Rates and Pricing (1998)

Telecommunications Engineering Supervisor  
(1998 & 2004)

Resource Planning Manager (1997)

### **Contact:**

Mr. Wayne Boyd  
Chairman, Board of Directors  
Nebraska Public Power District  
Home: 300 South Fork Place  
South Sioux City, NE 68776  
(402) 494-3055

Mr. William J. Fehrman  
Former President & CEO NPPD  
President  
PacifiCorp Energy  
1407 West North Temple  
Salt Lake City, UT 84116  
(801) 220-4209

## **Kirkwood Electric Light Department (KELD)**

\*Electric Director (2006)

### **Contacts:**

Mr. Mike Brown  
Chief Administrative Officer  
Ms. Georgia Ragland  
Asst. Chief Administrative Officer  
City of Kirkwood  
139 South Kirkwood Road  
Kirkwood, MO 63122  
(314) 822-5803  
(314) 822-5801

# Mycoff, Fry & Prouse Completed Engagements

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**Henderson Municipal Power & Light**  
General Manager (2006)

**Contact:**  
Dr. William Smith  
Chairman of the Board  
Henderson Municipal Power & Light  
(HMP&L)  
100 Fifth Street  
PO Box 8  
Henderson, KY 42419-0008  
(270) 860-2112

**Wyandotte Department of Municipal Services**  
\*(General Manager (2006)

**Contact:**  
Mr. Stan Rutkowski  
Board Commissioner  
Wyandotte Dept. of Municipal Services  
3005 Biddle Street  
Wyandotte, MI 48192-0658  
(734) 775-7884

**Piedmont Municipal Power Agency (PMPA)**  
General Manager (CEO) (2005)

**Contact:**  
Mr. Joel Ledbetter  
Chairman of the Board  
Piedmont Municipal Power Agency  
General Manager  
Easley Combined Utilities  
202 North First Street  
P. O. Box 619  
Easley, SC 29641-0619  
(864) 855-8103

**Loup River Public Power District**  
President & Chief Executive Officer (2005)

**Contact:**  
Mr. Dick Tooley  
Former Chairman of the Board  
Loup River Public Power District  
2404 15th Street  
PO Box 988  
Columbus, NE 68602-0988  
(402) 564-7205



# Mycoff, Fry & Prouse Completed Engagements

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**Lee County Electric Coop., Inc. (LCEC)**  
Safety & Government Compliance Specialist  
(1996)  
Director of Administration, now CEO (2005)

**Contact:**  
Ms. Pamela May  
Former CEO  
Lee County Electric Cooperative, Inc.  
Home: 3350 North Key Drive  
701 A  
North Fort Myers, FL 33903  
(239) 995-1136

**San Antonio Water System (SAWS)**  
Chief Executive Officer (2005)  
Chief Financial Officer (2005)  
Vice President, Administrative Services (2005)  
\*Vice President, Strategic Resources &  
Business Planning (2005)

**Contact:**  
Mr. James M. Mayor  
Former SAWS Chairman of the Board  
San Antonio Water System  
Home: 2006 Elm Crest  
San Antonio, TX 78230  
(210) 408-0871

**Northern California Power Agency (NCPA)**  
\*Chief Financial Officer (2005)  
Assistant General Manager of Generation  
(2004)  
Director Legislative & Regulatory Affairs  
(2001)

**Contact:**  
Mr. James H. Pope  
General Manager  
Northern California Power Agency  
180 Cirby Way  
Roseville, CA 95678  
(916) 781-4200

**San Antonio City Public Service (CPS)**  
Senior Vice President of Generation (2004)  
\*Senior Vice President of Transmission &  
Distribution (2003)  
Senior Vice President of Information  
Technology & Business Services (2003)  
\*General Counsel (2003)  
Vice President of Human Resources (2002)  
\*Vice President of Transmission (2001)  
Controller (2002)

**Contact:**  
Mr. Milton B. Lee  
CEO  
CPS Energy  
San Antonio City Public Service  
145 Navarro  
San Antonio TX 78296  
(210) 353-4488

# Mycoff, Fry & Prouse Completed Engagements

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## **City Utilities of Springfield, MO**

General Manager (CEO) (2002)  
Assistant General Manager – Electric (2002)

### **Contact**

Mr. John R. Twitty  
Chief Executive Officer  
City Utilities of Springfield, MO  
301 East Central  
P. O. Box 551  
Springfield, MO 65801-0551  
(417) 831-8600

## **Municipal Electric Authority of Georgia (MEAG)**

Vice President of Engineering & Operations  
(2002)

### **Contact:**

Mr. Robert Johnston  
President & CEO  
Municipal Electric Authority of Georgia  
1470 Riveredge Parkway, NW  
Atlanta, GA 30328  
(770) 563-0438

## **Austin Energy**

General Manager (CEO) (1999)  
\*Vice President, Power Delivery (2000 &  
1997)  
\*Vice President, Power Supply (1996)

### **Contact:**

Mr. Charles B. Manning  
Former General Manager, Austin Energy  
Vice President of Engineering & Operations  
Municipal Electric Authority of Georgia  
1470 Riveredge Parkway, NW  
Atlanta, GA 30328  
(770) 563-0022

## **City of Denton, TX**

\*Director, Electric Utility (1996)  
Engineering Administrator (1999)  
Power Plant Superintendent (1988)

### **Contact:**

Ms. Sharon Mays  
Director, Electric Utility  
City of Denton, TX  
3329 Dunes Street  
Denton, TX 76201  
(940) 349-8487

## Mycoff, Fry & Prouse Completed Engagements

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### City of Tallahassee, FL

Assistant Utility Director (1987)  
Superintendent of Power Production (1991)  
Chief Planning Engineer (1988)

### Contact:

Mr. Kevin Wailes  
General Manager, Electric Operations  
City of Tallahassee, FL  
2602 Jackson Bluff Road  
Tallahassee, FL 32304  
(904) 891-5531



