

SERIAL 07121 S EXECUTIVE SEARCH SERVICES

DATE OF LAST REVISION: January 24, 2008 CONTRACT END DATE: January 31, 2014

CONTRACT PERIOD THROUGH JANUARY 31, 2014

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **EXECUTIVE SEARCH SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 16, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

BW/mm
Attach

Copy to: Clerk of the Board
 Shawn Nau, General Government
 Materials Management

(Please remove Serial 02045-RFP from your contract notebooks)

INVITATION FOR BID FOR: EXECUTIVE SEARCH SERVICES

1.0 **INTENT:**

The intent of this solicitation is to develop a list of qualified contractors for the purpose of providing professional/management level recruiting services for the county on an as needed basis. The county will make multiple awards (listing of qualified contractors). The county will solicit mini-proposals from contractors based on their selected level of knowledge and experience when assigning a firm to complete position recruitments. The county makes no guarantee that contractors on the qualified list will be assigned to perform job recruitments.

MARICOPA COUNTY RESERVES THE RIGHT TO ADD CONTRACTORS TO THIS AGREEMENT OVER ITS TERM TO ENSURE ADEQUATE COMPETITION. ANY CONTRACTORS SUBSEQUENTLY ADDED SHALL COMPLY FULLY WITH THE PROVISIONS OF THIS AGREEMENT.

2.0 **SCOPE OF SERVICES:**

2.1 **CONTRACTOR QUALIFICATIONS:**

2.1.1 The contractor must have a minimum of five (5) years demonstrated experience and expertise in the successful recruitment and placement of professional/management level personnel in a public/government agency. Please provide a brief history of the organization demonstrating the qualifications of your firm on company letterhead. **Please limit your response to one page.**

2.1.2 The contractor must demonstrate a comprehensive knowledge and understanding of the recruitment process from initial contact of candidates to the successful hiring and placement of a candidate. Furthermore, the successful firm must possess the ability to successfully manage all aspects of the recruitment process and work closely with the requesting public agency.

2.1.3 The contractor must provide a list of five (5) references for each type/category of position the firm has experience and expertise (Attachment C).

2.1.4 The contractor must demonstrate knowledge, experience and familiarity with one or more of the following type/category of government/public positions (Attachment A). **No pricing will be provided.**

- 2.1.4.1 General Government
 - 2.1.4.1.1 Finance
 - 2.1.4.1.2 Budget
 - 2.1.4.1.3 Human Resources
 - 2.1.4.1.4 Purchasing
- 2.1.4.2 Public Works
- 2.1.4.3 Law Enforcement
- 2.1.4.4 Public Health
- 2.1.4.5 Correctional Health
- 2.1.4.6 Information Technology

2.1.5 The contractor will demonstrate familiarity with county government and an understanding of the county needs.

2.1.6 The contractor will demonstrate the ability to communicate exceptionally well with executive and technical personnel.

2.2 **CONTRACTOR REQUIREMENTS:**

- 2.2.1 The contractor will conduct all background checks including financial for ten (10) years and a complete criminal history of the applicant(s). The contractor will be reimbursed for the cost of this service.
- 2.2.2 The contractor will verify work experience for the past ten (10) years and all degrees of qualified applicant(s). The contractor will be reimbursed for the cost of this service.
- 2.2.3 The contractor will not be paid until the candidate accepts the position and begins employment.
- 2.2.4 The contractor will be reimbursed for relocation costs of a successful applicant as agreed by the county based on three (3) quotes from the candidate.
- 2.2.5 The contractor will recruit a replacement candidate at their own expense in the event that the original candidate does not fulfill the terms of their employment contract after eighteen (18) months.
- 2.2.6 The contractor where determined necessary by the county, shall assist in the evaluation of the respective qualifications of the applicants.
- 2.2.7 The contractor where determined necessary by the county, shall provide assistance to applicants in the interviewing process through the provision of travel arrangements and cost assistance according to the county travel policy. The contractor will be reimbursed for the travel related costs of interviewing potential candidates as approved by the county per the travel policy (Exhibit 2).
- 2.2.8 The contractor where determined necessary by the county, shall provide design and publication of materials to assist in the recruitment process.
- 2.2.9 The contractor when requested by the county, shall provide consultation regarding recruitment strategies, salary, bonus, benefit and other prerequisite levels.
- 2.2.10 The contractor may perform other executive recruitment consulting services as requested in writing by an authorized agent of the county.

2.3 **INVOICES AND PAYMENTS:**

- 2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**
 - 2.3.1.1 Company name, address and contact
 - 2.3.1.2 County bill-to name and contact information
 - 2.3.1.3 Contract Serial Number
 - 2.3.1.4 County purchase order number
 - 2.3.1.5 Invoice number and date
 - 2.3.1.6 Payment terms
 - 2.3.1.7 Extended price
 - 2.3.1.8 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.4 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for multiple awards to a list of qualified contractors to cover a six (6) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.3 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do

business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.3.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.3.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.3.4 Certificates of Insurance.

3.3.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.3.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY

DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

BRIAN WALSH, PROCUREMENT OFFICER, 602-506-3454
(walshb@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 EVALUATION CRITERIA.

3.7.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.7.1.1 Compliance with specifications.

3.7.1.2 Determination of responsibility.

3.7.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy and one (1) electronic copies, including pricing (Attachment A shall be in Excel format, NO pdf files), on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.9 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.9.1 **Mandatory:** One (1) original hardcopy (labeled), one (1) electronic copy (Excel format only) of Attachment A on a CD;

3.9.2 **Mandatory:** Attachment "A", (Excel format only);

3.9.3 **Mandatory:** Attachment "B", Agreement;

3.9.4 **Mandatory:** Attachment "C", References; and

3.9.5 **Mandatory:** Written response to section 2.1.1

3.10 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.10.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.10.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.10.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.10.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.10.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.10.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.10.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.11 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ARCUS LLC, 600 NORTH 2ND STREET SUITE 100, HARRISBURG, PA 17101

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING SHEET: NIGP CODE 9613001

<u>ITEM DESCRIPTION</u>	<u>YES</u>	<u>NO</u>
1.0 Please indicate the type/category of recruitment services you provide. (2.1.4)		
1.1 General Government	<u>X</u>	<u> </u>
1.2 Public Works	<u> </u>	<u>X</u>
1.3 Law Enforcement	<u> </u>	<u>X</u>
1.4 Public Health	<u> </u>	<u>X</u>
1.5 Correctional Health	<u> </u>	<u>X</u>
1.6 Information Technology	<u>X</u>	<u> </u>
2.0 Please indicate if your firm meets the contractor qualifications. (2.1)	<u>X</u>	<u> </u>

Terms: NET 30

Vendor Number: W000011467 X

Telephone Number: 717/703-3200

Fax Number: 717/703-3201

Contact Person: ~~Bill Morgan~~ **Scott Reilly**

E-mail Address: Bill.Morgan@arcus.net Scott.Reilly@arcus.net

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2014.**

AVERY ASSOCIATES, 3-1/2 N. SANTA CRUZ AVENUE. SUITE A, LOS GATOS, CA 95030

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING SHEET: NIGP CODE 9613001

<u>ITEM DESCRIPTION</u>	<u>YES</u>	<u>NO</u>
1.0 Please indicate the type/category of recruitment services you provide. (2.1.4)		
1.1 General Government	<u> X </u>	<u> </u>
1.2 Public Works	<u> X </u>	<u> </u>
1.3 Law Enforcement	<u> X </u>	<u> </u>
1.4 Public Health	<u> X </u>	<u> </u>
1.5 Correctional Health	<u> </u>	<u> X </u>
1.6 Information Technology	<u> X </u>	<u> </u>
2.0 Please indicate if your firm meets the contractor qualifications. (2.1)	<u> X </u>	<u> </u>

Terms: NET 30

Vendor Number: W000011819 X

Telephone Number: 408/399-4424

Fax Number: 408/399-4423

Contact Person: Paul Kimura

E-mail Address: paulk@averyassoc.net

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2014.**