



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL 3359-4

EXECUTIVE SEARCH SERVICES

**Proposal Due Date:
July 12, 2016 at 3:00pm (local time)**

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP 3359-4

EXECUTIVE SEARCH SERVICES

A. SCHEDULE OF EVENTS

ACTIVITY	DATE
Release RFP	June 15, 2016
Proposals Due	July 12, 2016
Proposed Contract Award	August, 2016

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ACKNOWLEDGE OF RECEIPT

Description: Executive Search Services

RFP #: 3359-4

Please provide the requested information below as acknowledgment that you have received our Request for Proposal noted above. It is **required** that interested Proposers complete this acknowledgment and return via Fax to MCCCCD Purchasing at (480) 731-8190 or email to purchasing@domail.maricopa.edu or by USA Mail.

All addenda/amendments will continue to be posted on our website at: <http://www.maricopa.edu/business/purchasing/>.

Failure to sign and return the "Acknowledge of Receipt" will result in your company not being sent any addenda to this RFP.

Name of Firm: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Name (print): _____ Title: _____

Signature: _____ Date: _____

PLEASE NOTE: Failure to respond to this acknowledgement **will** result in you company being removed from our bidders' mailing list for this commodity.

() We will not be responding to this solicitation. Please retain us on the bidder's mailing list.

PART 1. GENERAL

1.1 INTRODUCTION

The Maricopa County Community College District (MCCCD or District) intends to engage the services of one or more firms/contractors to provide Executive Search Services as identified in the following Request For Proposal (RFP). MCCCD is now accepting proposals for these services on an “as needed bases for MCCCD.

1.2 MCCCD DISTRICT MAKE-UP

The Maricopa Community Colleges comprise ten colleges, two skill centers and numerous education centers dedicated to educational excellence, meeting the needs of businesses and the citizens of Maricopa County. Each college is individually accredited, yet part of a larger system, the Maricopa County Community College District. The District is one of the largest higher education systems in the world and the largest provider of health care workers and job training in Arizona, a major resource for business and industry and for individuals seeking education and job training. More than a quarter million students attend the Maricopa Community Colleges each year taking credit and non-credit courses. The Maricopa Community Colleges employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff. Many management and staff positions (including clerical, crafts, food services, security, child care, maintenance and operations, custodial, grounds) become available throughout the year. All positions with the exception of certified safety officers are advertised individually as they occur. Maricopa Community Colleges is an equal opportunity employer of protected veterans and individuals with disabilities.

1.3 HISTORY

Maricopa ranks as one of the nation’s largest systems of its kind and as the largest single provider of higher education in Arizona. Maricopa educates and trains more than 275,000 persons year round with approximately 88% enrolled in credit courses and 12% enrolled in basic education and non-credit special interest courses. Additionally, thousands of employees from both local and relocating businesses and industries are enrolled in customized workforce training programs with the Maricopa system. With a workforce of over 9,600 employees, MCCCD works collectively and responsibly to meet the life-long learning needs of our diverse students and communities.

The Maricopa Community Colleges have developed partnerships with more than 1,000 corporations, government agencies and non-profit organizations. Former Maricopa Community College students make up nearly 67% of the baccalaureate degree recipients at Arizona State University.

PART 2. PROPOSAL INSTRUCTIONS

2.1 PURPOSE OF RFP

The Maricopa County Community College District is soliciting sealed Proposals with the intent to award one or more contracts for executive search services on an “as-needed” basis. Award will be made to the firm or firms that demonstrate experience and expertise in executive recruitment for higher education that propose reasonable fees and meet the requirements of this RFP.

2.2 PROPOSAL QUESTIONS

All questions regarding this Request for Proposal should be directed to:

Gloria Toscano, CPPB
Purchasing Buyer II
Maricopa Community College District
2411 W 14th Street
Tempe, AZ 85281
gloria.toscano@domail.maricopa.edu

Questions must be sent by mail or e-mail. Questions should be addressed as soon as possible after receipt of the RFP package, but must be submitted by 12:00 (noon) on June 28, 2016. We will not respond directly to the company asking the question. Questions we feel need to be responded to will be answered in the form of an addendum and sent to all potential respondents on or about June 29, 2016.

2.3 PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to assure that Proposals are received as follows: **The Proposal packet must contain one (1) original and five (5) copies of the proposal. In addition, one electronic copy in Adobe Acrobat format must be provided on CD, DVD or flash drive.** The original must be clearly marked "Original" and the Proposal packet must be delivered sealed.

The Proposals must be addressed to and received at:

Main Lobby Reception Desk
MCCCD
2411 West 14th Street
Tempe, AZ, 85281

no later than 3:00 P.M. (local Arizona time), July 12, 2016.

Proposals received after this time and date shall not be considered and will be returned unopened.

The following information must be clearly visible on the outer most Proposal Packaging:

Request for Proposal # 3359-4, Executive Search Services

Proposal Closing Date: July 12, 2016 Time: 3:00 p.m. (Local Arizona Time)

NOTE: If you are hand carrying or having a proposal package hand delivered, you or the delivery agent should allow sufficient time to arrive, park, and go through security prior to dropping off your proposal package. This applies to any other method of delivery (FedEx, UPS, USPS, etc.) as well. Late proposals will not be accepted or considered for award. **Regardless of the method of delivery, it is your responsibility to insure on-time delivery of the proposal package.**

In submitting your proposal, make sure that it complies with Part 4 - Proposal Requirements, Paragraph 4.3 - Deviations from RFP - to the extent that that paragraph is applicable.

2.4 PROPOSAL EVALUATION/AWARDS

This Request for Proposal does not constitute a commitment by District to award a contract. District reserves the right to waive any informality, to reject any or all proposals, or to cancel this Request for Proposal. District reserves the right to make separate awards for these services and makes no commitment to a single person or firm to be the provider of all services. The awards shall be made to responsible Proposers submitting proposals serving the best interests of District, based on the evaluation factors specified in this RFP. District does not intend to evaluate proposals solely on a fee or cost basis. No contract award shall exist until District notifies the Proposer, in writing, that its proposal has been selected for award.

2.5 PROPRIETARY INFORMATION

In the event any Proposer includes in its proposal any information it believes to be proprietary or protected, the Proposer shall clearly mark that information with the term "Proprietary." The District Purchasing Manager shall make the final determination as to whether or not the information is proprietary in nature. District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed.

2.6 PROPOSAL FORM

All proposals must be submitted in writing. Oral, telephone, facsimile (fax machine) or computer data transfer proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Voluminous proposals are specifically NOT encouraged.

2.7 SUBMISSION OF PROPOSALS/MODIFICATIONS

No oral, telephone, telegraphic, facsimile or computer data transfer proposals or modifications will be accepted or considered.

2.8 WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request at any time prior to the deadline set for receipt of proposals. No proposal may be withdrawn or modified after that deadline and shall be binding upon Proposer for a period of ninety (90) days after due date. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

2.9 COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request For Proposals, including site visits, oral presentations and any other costs, shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

2.10 ORAL PRESENTATIONS

Proposers may, after opening and prior to award, be required to make oral and visual presentations at the request of the District. The District will schedule the time and location for any presentations as requested. Oral presentations will be evaluated and scored, and may be subjected to a points-earned scoring matrix.

2.11 AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. It is therefore critical that all proposals be submitted initially in the most favorable terms possible, both economically and technically.

2.12 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract upon completion of evaluation and issuance of the award letter. A written Notice of Award will be made prior to commencement of performance. Initial performance period will be from the date of award through June 30, 2017. MCCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to 4 one-year option periods for a total contract period not to exceed five (5) years.

2.13 MCCCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCCD Purchasing. Addenda will be mailed or faxed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal.**

2.14 NON-COLLUSION

The District encourages free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the District's needs and the accomplishment of a sound economical operation. The Proposer's signature on its proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude the District from obtaining the lowest possible competitive price.

2.15 CONTRACTOR SIGNATURE

The Proposer's signature on this proposal guarantees that the prices offered have been established without collusion with other eligible Proposers and without effort to preclude MCCCCD from obtaining the lowest possible competitive price.

2.16 CONTRACT DOCUMENT

MCCCCD will not sign formal, separate contracts with Proposers whose proposals are selected for award. This Request for Proposal and the proposal(s) selected for award will constitute the contract, along with any purchase order issued for specific services. No contract award shall exist until MCCCCD notifies a Proposer, in writing, that its proposal has been selected for award.

PART 3. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCCD's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCCD and successful Proposer ("Contract"). MCCCCD reserves the right to negotiate with the successful Proposer and modify any of the provisions of the Contract upon mutual written agreement of the parties. The RFP, amendments to it, and MCCCCD's purchase order terms will take precedence over any inconsistent terms in a proposal or other documents. The term "days" as used in this Contract means calendar days, unless otherwise specified.

3.1 PARTIES TO AGREEMENT

The Contract shall be between the Maricopa County Community College District and the successful Proposer ("Contractor").

3.2 LIABILITY FOR TAXES

The Contractor is responsible for paying all taxes applicable to its operations, business property and income. The District shall not be liable for any tax imposed either directly or indirectly upon the Contractor, except that the District will pay as part of the Contract price any transaction privilege or use tax assessed on Contractor's provision of the services or materials under the Contract.

3.3 FORCE MAJEURE

If the performance of a party under this Contract is interrupted or suspended due to riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, or other condition beyond any control of that party ("Force Majeure"), performance will be suspended or excused for the reasonable duration of the Force Majeure. The party claiming that its performance is interrupted or prevented must promptly deliver notice to the other party identifying the Force Majeure and use its best efforts to perform to the extent that it is able. If the Force Majeure does not abate within a reasonable amount of time, then either party may terminate this Contract by providing written notice to the other party. Alternatively, the parties may agree to extend the term of the Contract for a period of time equal to the duration of the Force Majeure.

3.4 CONTRACT ASSIGNMENT

Contractor may not, in part or in whole, subcontract (except as otherwise specified in

Contractor's proposal to the RFP), delegate or assign this Contract without the prior written permission of a representative of MCCCCD authorized to sign contracts.

3.5 NO WAIVER

MCCCCD's failure to notify the Contractor or to object to the Contractor's non-compliance with the terms of the Contract shall not be deemed a waiver of MCCCCD's right to demand compliance with the Contract or to terminate the Contract for breach for the Contractor's subsequent non-compliance with any term of the Contract, or its repeated failure to perform according to the Contract.

3.6 FINANCIAL TRANSACTIONS

If the Contractor is responsible for handling any type of financial transaction for MCCCCD, the Contractor shall demonstrate annually, as applicable, that it complies with the Statement on Standards for Attestation Engagements (SSAE) No. 16, known as SSAE 16, established by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA). The Contractor shall provide its annual report, as applicable, on a reporting form or forms adopted as part of SSAE No. 16 no later than 30 days after MCCCCD requests it in writing.

3.7 CONTRACT EXTENSION

Should the RFP provide options for extending the Contract beyond its initial term, MCCCCD reserves the right to exercise those options without prior written notice and by the issuance of a purchase order to the Contractor. If the Contractor does not wish to renew the Contract, it must submit a written notice of its desire to cancel, which must be received by MCCCCD's Purchasing Department no later than ninety (90) days prior to the end of the current term.

Notwithstanding that the Contractor has sent a notice of intent not to renew, MCCCCD reserves the right to unilaterally extend the Contract for a period of sixty (60) days beyond the final option term of the contract should it be determined it is in the best interests of MCCCCD to do so.

3.8 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

If Contractor has access to students' educational records, Contractor shall safeguard those records and limit its employees' and/or agents' access to the records to those persons for whom access is essential to the performance of this Contract. Contractor is prohibited from disclosing those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCCD and Contractor to release the information according to the authorization. At all times

during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects and shall be responsible for ensuring that any subcontractors involved in the Contract work also comply.

3.9 INSURANCE REQUIREMENTS

The Contractor shall maintain during the term of the Contract (including any renewals of the initial term) the insurance policies specified in this Paragraph issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. Before the start of Contract performance, MCCCDC may direct the Contractor to furnish the MCCCDC Risk Manager with certificates of insurance evidencing the required coverage, conditions, and limits required by the Contract at the following address:

MCCCDC Risk Manager
2411 West 14th Street
Tempe, AZ 85281-6942
Tel: 480-731-8879 / Fax: 480-731-8890

The insurance policies, except Workers' Compensation and Professional Liability, must be endorsed to name MCCCDC, its agents, officers, officials, employees, and volunteers as additional insured with this language or its equivalent:

Maricopa County Community College District, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

In the event any professional liability insurance required by this Contract is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed. Contractor's work or services and must be evidenced by annual certificates of insurance. Contractor shall notify the MCCCDC Risk Manager by certified mail promptly if it receives notice or the expiration, cancellation, suspension, or material change in its insurance coverage, but in no case fewer than 30 days before the action specified in the notice. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCDC shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

3.9.1 Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for bodily injury, property damage, personal injury, and products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

3.9.2 **Commercial Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.

3.9.3 **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.9.4 If applicable, **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

3.9.5 If applicable, **Network Security and Privacy Liability** coverage including costs of investigating and responding to a potential or actual breach of confidential information (e.g., computer forensic investigation, public relations response, outside counsel, notification mailing, call center, voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines (including PCI fines), penalties assessed by regulator, and defense costs with limit of not less than \$2 million per claim/\$2 million aggregate.

3.10 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless MCCCCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of the Contract. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of indemnification in this paragraph.

If applicable, Contractor shall also indemnify, defend and hold harmless MCCCCD and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's services or materials under this Agreement violates the claimant's property rights. Contractor shall be responsible for obtaining any intellectual property consents for materials or services that it provides under this Contract.

3.11 OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

MCCCD information that is required to be kept confidential will be kept so in perpetuity.

For purposes of this Contract, Confidential Information is defined as any and all MCCCD information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding MCCCD employees and students, personal health information (as defined by the Healthcare Information Protection Accountability Act), and other personally identifiable information identified by applicable law or regulation. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCD such as institutional financial and performance records.

3.11.1 Confidential Information does not include (i) information the receiving party already knows, (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Contract, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

3.11.2 If the Contractor potentially has access to MCCCD Confidential Information under this Contract, Contractor agrees that Confidential Information provided to it, or to which it may have access, during the provision of service, will be used only and exclusively to support the service and service execution and not for any other purpose. Such use will not include examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). Contractor may use aggregate statistics on service usage to enhance or optimize the functionality of the service provided under the contract.

3.11.3 Contractor will limit access to Confidential Information to its employees with a need to know the Confidential Information to carry out the activities under this Contract and will instruct those employees to keep the information confidential. It is understood, however, that Contractor may disclose the MCCCD Confidential Information on a need-to-know basis to its subcontractors who are performing services, provided those subcontractors have executed confidentiality agreements and have agreed to materially the same or greater security obligations as Contractor provides with respect to MCCCD Confidential Information hereunder, and further provided that

Contractor shall remain legally and financially liable for any unauthorized disclosure of the MCCCCD Confidential Information by those subcontractors.

If a Contractor staff person or Contractor subcontractor potentially will have access to MCCCCD's network, facilities, data, Confidential Information, and/or Sensitive Information,¹ they may not perform any work involving such access until they have received MCCCCD's privacy and security training, and/or accepted and agreed to adhere to MCCCCD's privacy and security policies and procedures.² If exigent circumstances are presented, all or part of this requirement may be waived in writing by MCCCCD's Chief Privacy Officer or General Counsel.

3.11.4 As specified in Paragraph 3.8 addressing the Family Educational Rights and Privacy Act, Contractor understands that it may have access to student educational records, under this Contract. MCCCCD designates Contractor and its employees and/or agents as an organization conducting certain studies for or on behalf of MCCCCD for purposes of the Family Educational Rights and Privacy Act of 1974. Contractor shall safeguard those records and limit access to those records to only its employees and/or agents whose access to them is essential to the performance of this Contract. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCCD and Contractor to release the information according to the authorization.

3.11.5 At all times during this Contract, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest.

3.11.5.1 These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed MCCCCD's information security and privacy policies and procedures as

¹ Sensitive Information is information that is so deemed under applicable law. Personally identifiable information, personally identifiable education records, individually identifiable health information, personally identifiable financial information and payment card information are examples of Sensitive Information covered under the Arizona Revised Statutes (ARS), Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm-Leach-Bliley Act (GLBA aka Financial Services Modernization Act of 1999) and Payment Card Industry Data Security Standard (PCI DSS), respectively.

² See, e.g., **MCCCCD Statement on Privacy** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.22-statement-on-privacy>; **MCCCCD Written Information Security Program** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.23-written-information-security-program>; and **MCCCCD Information Security Incident Response Plan** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.24-information-security-incident-response-plan>.

previously described herein. Contractor will supply the appropriate MCCCCD representative with copies of those policies and plans upon request.

3.11.5.2 Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to MCCCCD. Contractor will supply the appropriate MCCCCD representative with copies of those policies upon request.

3.11.6 Contractor will inform MCCCCD's Chief Privacy Officer and the Office of General Counsel by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor and/or its contractors/agents has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCCD may be required to perform a risk assessment and/or provide a notification under applicable law, at which point MCCCCD internal and/or external legal counsel will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will keep the MCCCCD Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available, and will communicate such information in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of Customer and Contractor,

3.11.7 Contractor agrees to mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Contract by Contractor or its subcontractor.

3.11.8 For purposes of this Contract, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If in the event that applicable law requires notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to MCCCCD, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iv) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions where such products are available.

3.11.9 If as result of the Contractor's systems, actions, and/or omissions, if a suspected or actual breach involving personally identifiable information or protected health information occurs, Contractor will obtain a mutually agreed upon vendor to provide at no cost to client forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis. Contractor shall indemnify, defend and hold MCCCCD, its agents, officers, officials, employees and volunteers harmless from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) of any kind relating to the disclosure of personally identifiable information caused by the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Amendment. Contractor will indemnify, defend and hold MCCCCD harmless from claims of any kind relating to the disclosure of MCCCCD Confidential Information caused by a possible or actual security infiltration or exfiltration involving technology of the Contractor, its agents, employees, or any tier of Contractor's subcontractors.

3.11.10 To the extent that Contractor transmits or processes Confidential Information outside of the United States, it agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor.

3.11.11 If applicable, during the term of the Contract, Contractor will be required to promptly update and resubmit the **MCCCCD External Entity Due Diligence Questionnaire** in Attachment A to the RFP if it makes any revisions to its practices and policies that materially change its responses to that attachment.

3.11.12 If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract hosts or maintains MCCCCD Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.

3.12 RECORD AND DATA RETENTION, OWNERSHIP, ACCESS AND DEMISSIONING

3.12.1 As a political subdivision of the State of Arizona, MCCCCD is subject to applicable laws related to the inspection and production of public records. A public record entails any record, either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to Arizona Revised Statutes §41-151.12, MCCCCD must retain records according to established retention periods. Records

required for ongoing or foreseeable official proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, if applicable, the Contractor's hosted system shall have the ability to:

- A. Archive records according to variable time periods/life cycles;
- B. Search and retrieve records based upon content;
- C. Place a litigation hold on records to ensure that they are not deleted;
- D. Grant direct access to MCCCCD for its own search and production of records;
- E. Preserve meta data;
- F. Produce electronic records in their native format; and
- G. Comply with the Americans with Disabilities Act.

3.12.2 MCCCCD owns all of the records and data of which Contractor has custody on MCCCCD's behalf. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Contract or, if the Contract is silent, without the express written approval of an authorized MCCCCD representative. Contractor will work with MCCCCD to transfer all of MCCCCD's records and data to MCCCCD on the termination or expiration of this Contract.

3.12.3 Contractor agrees to provide MCCCCD access to records and Confidential Information that Contractor holds or uses on behalf of MCCCCD upon written request of MCCCCD with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCCD and will maintain a record of those changes.

3.12.4 Contractor agrees to maintain, and provide to MCCCCD if requested, a record of when and to whom Confidential Information is disclosed.

3.12.5 MCCCCD agrees to provide Contractor with adequate notice of any further limitations or restrictions on the use of Confidential Information, and modifications to the amendment of records or accounting of disclosures.

3.12.6 Confidential Information of the disclosing party will be returned to the disclosing party or securely destroyed promptly upon request of the disclosing party without retaining any copies thereof, with any destruction confirmed in writing by receiving party, with any destruction confirmed in writing by receiving party, except to the extent copies are required by law to remain with Contractor.

3.13 PERMITS

The Contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent municipal, county, State and Federal laws.

3.14 PROVISION OF SUPPLIES, MATERIALS AND LABOR

The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the services included in this contract, subsequent extensions and amendments.

3.15 CONFLICT OF INTEREST

Notice is given of Arizona Revised Statutes §38-511 under which MCCCCD may cancel a contract without recourse for any conflict of interest described in that law. See: <http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/38/00511.htm&Title=38&DocType=ARS>

3.16 SAFEKEEPING OF RECORDS

Contractor shall keep in a safe place all financial and performance records and statements pertaining to this Contract for a period of three (3) years from the close of each term of the Contract.

3.17 AUDITS

Contractor shall make available during normal business hours and with advance notice from MCCCCD all records pertaining to the Contract for purposes of audit by MCCCCD staff or other public agencies having jurisdiction over or audit rights involving the expenditure of MCCCCD funds.

3.18 UNAUTHORIZED COSTS OR COSTS OUTSIDE SCOPE OF AGREEMENT; TRAVEL

Costs or expenses of the Contractor relating to its performance of this Contract that are not included in the Contract price or are not authorized by the Contract are the sole responsibility of the Contractor and not of or reimbursable by MCCCCD. If the Contract specifies that MCCCCD will reimburse the Contractor a specific cost, Contractor may not charge MCCCCD that cost without MCCCCD approving a prior estimate of it. Additionally, MCCCCD reimburses travel and related expenses only at the rate that it reimburses its employees.

3.19 NON-DISCRIMINATION

Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans With Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, age, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability. MCCCCD also prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), disability, veteran status or genetic information.

3.20 COMPLIANCE WITH IMMIGRATION LAWS; LEGAL WORKER'S ACT

The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments) and shall indemnify, hold harmless, and defend MCCCCD from any and all costs or expenses whatsoever arising out of Contractor's noncompliance. To the extent applicable to this Contract under Arizona Revised Statutes § 41-4401, Contractor warrants on behalf of itself and its subcontractors that it verifies the employment eligibility through the e-verify program of any employee it hires and complies with federal immigration laws and regulations relating to their employees. The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments to it) and shall indemnify, hold harmless, and defend MCCCCD from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance with that law. Additionally, Contractor agrees to abide by all applicable laws that apply to it and this Contract, including executive orders of the Governor of the State of Arizona.

3.21 CONTRACT TERMINATION

MCCCCD may terminate this Contract for convenience by giving Contractor 15 days' written notice of termination. MCCCCD may terminate this Contract for the failure of the Contractor to perform according to the Contract by giving the Contractor 10 days' written notice of the failure to comply. MCCCCD may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

3.22 BREACH CURE; REPLACEMENT

The Contractor shall perform all requirements of the Contract in a manner consistent with the highest industry or professional standards. If MCCCCD provides the Contractor with a 10-day written notice, Contractor must take immediate action to correct the deficiency identified in the notice. Contractor's failure to cure the deficiency within 10 days of receipt of the written notice will result in termination of the Contract. If, in MCCCCD's sole discretion, the Contractor diligently pursues correction of the default and correction cannot be completed in 10 days, MCCCCD may extend the time for curing the default by providing the Contractor with written notice of the extension before the end of the 10-day period. MCCCCD is entitled to exercise all of its remedies under applicable law and in equity relating to Contractor's breach.

3.23 INTERPRETATION

The parties intend this Contract to express their complete and final agreement.

3.24 RISK

The Contractor assumes all risks due to any unfavorable conditions within its indirect or direct control except Force Majeure. Additionally, the Contractor assumes all risk for difficulties in the nature of the project or the work that the Contractor knew or should have known before entering submitting its proposal on which this Contract is based, under a scope of work issued under this Contract, or, if applicable, at the time of individual purchases under this Contract.

3.25 WORK TO BE PERFORMED BY OTHERS

MCCCCD reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.

3.26 PURCHASES OF OTHER PUBLIC ENTITIES

MCCCCD has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. MCCCCD is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements and with the concurrence of the Contractor, other public entities that are members of these associations or any entity within MCCCCD may purchase services or materials, as applicable, off of this Contract unless Contractor explicitly specified in its proposal that it did not want to make the Contract available other than to MCCCCD. This provision applies only to contracts that are for the provision of services or supplies on an "as-needed" basis

throughout the contract term, and not to contracts for specific projects or one-time purchase where the contract expires on the completion of the project or the purchase.

3.27 PAYMENT

MCCCD will pay for services or materials under the Contract after the Contractor has supplied them and only after the Contractor submits a detailed invoice referencing a purchase order, itemizing the services/deliverables or materials provided and specifying the dates that they were provided. MCCCD may request supporting documentation for an invoice. Where the Contractor is to provide services or materials over a period of time, such as for a project, MCCCD may agree to pay progress payments. If approved, progress payments will be paid in arrears and require that the Contractor submit the detailed invoice specified in this clause. MCCCD reserves the right to dispute an invoice or make partial payment based on the Contractor's failure to perform the Contractor's work according to the Contract, including for lack of timeliness or failure to provide deliverables. **CONTRACTOR MAY NOT BEGIN WORK UNDER THE CONTRACT NOR WILL ANY PAYMENT BE MADE WITHOUT THE CONTRACTOR RECEIVING A SIGNED PURCHASE ORDER FROM THE MCCCD PURCHASING DEPARTMENT.**

3.28 BILLING

If MCCCD permits the Contractor to receive progress payments, Contractor may only invoice in increments of 30 days or more. The monthly billings should be submitted to the "BILL TO" address or "E MAIL" address shown on the purchase order.

3.29 ADVERTISING AND PROMOTION

The name or logos of the MCCCD or those of any of the colleges, skill centers, or programs under MCCCD's jurisdiction shall not be used by Contractor except as may be required to perform this Contract and only as approved under MCCCD's "Use of MCCCD Marks" regulation at:

http://www.maricopa.edu/publicstewardship/governance/adminregs/auxiliary/4_19.php

3.30 UNAVAILABILITY OF FUNDS

MCCCD may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the specific program that is the subject of this Contract. MCCCD shall give Contractor prompt written notice after it knows that funding will not be available.

3.31 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to waive MCCCDC's sovereign immunity under the laws of the State of Arizona.

3.32 APPLICABLE LAW

The laws of the State of Arizona apply to every aspect of this Contract.

3.33 PROPERTY RIGHTS

Except for pre-existing works of the Contractor or works of third parties for which Contractor has the permission to supply to MCCCDC under this Contract, MCCCDC shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature ("Works") to be developed and delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title, and interest to MCCCDC.

3.34 DOCUMENTATION OF ANALYSES TO SUPPORT FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

To the extent that the work under the Contract requires the Contractor to make findings, conclusions or recommendations to MCCCDC,, the Contractor shall retain during performance and provide to MCCCDC detailed analyses relating to each of its findings, conclusions or recommendations, whether or not the analyses support or are inconsistent with the findings, conclusions or recommendations,. Unless specified in the subsequent Parts of this RFP, Contractor shall provide that documentation separately but at the same time that it presents its findings, conclusions and recommendations. MCCCDC reserves the right to withhold or deduct payments otherwise due to Contractor if it fails to provide the detailed analyses. In some instances, Contractor may be directed to prepare its findings, conclusions and recommendations under the direction of the Office of the General Counsel. In those instances, Contractor will submit its findings, conclusions and recommendations in a manner that maximizes the extent to which attorney-client privilege and work product protections apply to such deliverables.

3.35 NOTICES

Notices to MCCCDC under this Contract shall be made in writing, and sent via certified mail, return receipt requested, or any other commercially reasonable method by which MCCCDC is required by the deliverer to acknowledge receipt to: Purchasing Manager, Maricopa Community Colleges, 2411 West 14th Street, Tempe, Arizona 85281-6942.

3.36 REVISIONS TO THE CONTRACT WORK OR PRICE

Contractor is on notice that the only MCCCCD representatives who may authorize revisions to the Contract are employees at MCCCCD's District Office who are authorized to sign contracts. Revisions include deletions of or additions to the work, alterations of performance time, or changes in pricing. Any revision must be reflected in a written amendment to the Contract that is signed by a representative of MCCCCD authorized to sign contracts. The person requesting a revision in the Contract, whether it is the Contractor or an MCCCCD employee, must provide the authorized MCCCCD representative with documentation to support the requested change. It is the Contractor's responsibility to ensure that revisions of the Contract have been appropriately authorized before proceeding with the revised work.

For contracts renewing annually, excluding those for which Proposers are required to provide future year pricing in their Proposals, MCCCCD may review a fully documented request for a price increase only after the Contract has been in effect for one (1) full year. Unless the Contractor's scope of work has increased at MCCCCD's authorization, a price increase adjustment will only be considered at the time of a Contract extension and shall be a factor in the extension review process. The requested increase must be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the particular product or service. MCCCCD will determine whether the requested price increase or an alternate option is in its best interest.

3.37 GIFTS, GRATUITIES, UNRELATED COMPENSATION AND CONFLICTS OF INTEREST

In the interest of public stewardship, MCCCCD holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCCD employee or officer from participating in any way in any MCCCCD decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCCD decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCCD employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCCD. MCCCCD also has adopted a regulation that prohibits any employee from accepting any cash, currency, item with a value of more than \$50 (from a single source in a fiscal year), meal, beverage or cost of entertainment if it could be interpreted as an enticement to receive MCCCCD business (whether or not paid for by a vendor or by a vendor's personal funds) or if there is an expectation of future financial benefit to the vendor. In keeping with these policies, Contractor certifies that neither it nor, if applicable, its subcontractors, suppliers, or distributors, has offered anything of value, and will not offer anything of value so long as it does business with MCCCCD, to an MCCCCD employee or officer responsible for

MCCCD decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, suppliers or distributors.

3.38 DISABILITY STANDARDS.

If applicable to the work of the Contractor under this Contract, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Contract comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and its implementing regulations set forth at Title 28, Code of Federal Regulations, Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and maintain, if applicable, Web Content Accessibility Standards 2.0 at Level AA. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

PART 4. PROPOSAL REQUIREMENTS

This section of the RFP lists the items, which require specific, written responses or confirmations. To be considered for selection, Proposer must demonstrate in their proposal that it meets the following requirements and has provided all required information.

4.1 MINIMUM REQUIREMENTS

Proposer shall have extensive experience in performing searches for higher education clients, preferably with specific experience in recruiting for high level administrative positions (i.e., to include college presidents and vice presidents, vice chancellors and provosts), for community colleges. Proposer must demonstrate an understanding of higher education and especially community college search processes. The proposer should also have a proven national presence and capability to identify and recruit not only those individuals who may be in the job market, but those who may not be actively searching for a new position.

4.2 SPECIFIC REQUIREMENTS

- 4.2.1. The Proposer shall provide a description of their firm, including information relating to its organization and management practices.
- 4.2.2. The Proposer shall provide descriptions of its services offered, including any templates or outlines of recommended processes and timelines as well as describing the qualifications of the individuals who are being proposed to service the account
- 4.2.3 The Proposer shall provide a schedule of fees and costs. In addition, an explanation of their billing practice should be provided in case of a failed or incomplete search (i.e.: no candidate selected) or the case of a successful candidate who leaves in less than a year. Cost proposals to include typical projected reimbursable costs for travel, supplies, or other administrative expenses. It should be noted that if the cost is a not-to-exceed amount or flat lump sum fee, as defined in Part 8.
- 4.2.4 The Proposer shall provide a list of at least three references from clients, including point of contract, company name, address, phone, and e-mail.

4.3 DEVIATIONS FROM RFP

Proposers must specifically provide a separate listing of each circumstance in which their proposal differs from any terms or conditions of the request for proposal. Failure to list such a deviation will result in the terms of the proposal being disregarded in favor of the corresponding term(s) of the RFP. Material deviations from the requirements of the RFP shall result in rejection of the proposal.

The term “material deviations” includes both deviations from the contract terms set forth in this RFP and additional contract terms that the Proposer requests MCCCCD to consider. Be aware that the absence of a term on a subject, particularly a general contract term and condition, does not mean that the Proposer should feel free to offer one. MCCCCD considers the General Terms and Conditions of this RFP to be a fair allocation of risk between a contractor and MCCCCD. It will not accept terms - revised or additional ones - that shift those risks or provide the Proposer with additional discretion. The Proposer in choosing the respond to this RFP, must demonstrate in its Proposal that it accepts the terms upon which MCCCCD is conducting the competition.

The Proposer must list in the separate listing specified above all deviations, including any additional terms, in its Proposal so that MCCCCD may consider them in determining the most advantageous offer.

4.4 SIGNATURE

The Proposer shall furnish and include all requested information with their proposal. Statements are required to be complete and accurate, and the proposal shall be signed by an authorized signatory of the company. A proposal submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

4.5 AWARD CONSIDERATION

From the total information requested, determination shall be made of the Proposer's ability to serve the District. Only proposals from responsible organizations or individuals, as determined by MCCCCD, which have the capability of providing the required services under this RFP, shall be considered. Representatives from the District reserve the right to conduct interviews with the individual proposers for clarification of the proposals presented. The District reserves the right to negotiate any and all provisions presented in the proposals.

4.6 ESCALATION

The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) full year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product or service concerned. The District shall determine whether the requested price increase or an alternate option is in its best interest.

4.7 ADDITIONAL SERVICES

Proposer may offer, on a separate page referencing this Section 4.6, additional goods and/or services including associated costs/prices that are not addressed in Section 8. The District retains the absolute and sole discretion to examine and consider these additional goods/service options for inclusion in the contract awarded under this RFP.

PART 5. SCOPE OF WORK

5.1. GENERAL

Proposer must meet the minimum requirements outlined in section 4.1 above. Successful Proposers (Consultant) shall be notified of their award but may not immediately be assigned to any specific recruitment. In addition, successful Consultants may need to provide an additional brief summary of their experience specific to a certain type of recruitment when a recruitment opportunity should arise.

5.2. SPECIFIC RESPONSIBILITIES

The successful Consultant(s) shall work directly with the Chancellor or designee(s) to coordinate all aspects of the search process. The services provided by the Consultant shall include, but may not be limited to the following:

- Consultant shall review the District supplied job description and should research, interview and formulate a more detailed analysis and description or profile of the position as it relates to the specific responsibilities of the position.
- Consultant shall develop recruitment materials and conduct a comprehensive outreach to seek to identify a diverse pool of qualified candidates from those actively pursuing a job change as well those who may not be in the job market.
- Consultant shall be actively involved in leading any committee discussions and deliberations. Alternatively, the Consultant shall be responsible for all aspects of the process if a committee approach is not used.
- Consultant shall be responsible to review the background and credentials of all finalists, including background checks and information and news searches and providing a detailed written report on each.
- Consultant may be requested to administer personnel evaluation tools to the finalist(s) to assist in evaluating fitness for the specific position and the organizational culture.
- Consultant may be requested to assist in contract negotiations with the finalist(s) for the position.

PART 6. EVALUATION CRITERIA

The following is a listing of general and specific criteria used for the evaluation of this RFP. The areas include, but are not limited to:

- 6.1. General quality of responsiveness of proposer:
 - A. Ability to meet all terms and conditions
 - B. Completeness and thoroughness of proposal
 - C. Demonstrated grasp of scope of work to be performed
 - D. Description of approach to be taken
 - E. Evidence of effective organizational and management practices, including the ability to meet performance standards
 - F. Qualifications of personnel
 - G. Experience and past performance

- 6.2 Specific areas that will be evaluated and scored:
 - A. The professional, technical and managerial qualifications and experience of the firm and the personnel to be assigned to this account.
 - B. Past experience in providing comparable services to other clients.
 - C. Responses to Minimum and Specific Requirements.
 - D. Respondent Questionnaire responses.
 - E. Pricing.

All proposals meeting the mandatory criteria will be evaluated by an evaluation committee. Award will be made to the offeror providing the most advantageous proposal under the RFP's terms.

PART 7. RESPONDENT QUESTIONNAIRE

Provide all requested information. Failure to provide required information may cause the proposal to be deemed non-responsive.

- 7.1 Describe your firm, including background information, number of years in business, volume of clients, number of employees, including a list of key personnel of the firm who will be directly involved in working with a search process, to include areas of expertise, and list of relevant services offered.

- 7.2 Describe your experience working with higher educational institutions. Please provide a brief list, three (3) - five (5) references of current higher education or

similar clients, including company name, address, telephone number, fax number, primary contact, and type of services the company is performing for these clients.

- 7.3 Outline a detailed proposed timeline for a successful College President, Vice Chancellor, or other academic executive from award of contract to job offer agreement.

PART 8. PRICING SCHEDULE/FEES

The undersigned has read and understands all conditions and terms of RFP 3359-4, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the pricing or fees indicated below or on any attachment(s).

Human Resources requires that pricing provided by Proposers be at least as favorable as the prices that the Proposers offer to other public entities in Maricopa County. If a Proposer does not provide executive search services for higher education clients to other public entities in Maricopa County, or wishes to propose higher fees, it must indicate in its pricing sheet that it does not have contracts with other public entities or the reasons it proposes higher fees.

Proposer currently ___ has ___ does not have a contract or contracts with other public entities in Maricopa County.

If Proposer currently has contracts with other public entities, please provide the name of the public entity on whose contract the Proposer’s pricing is based.

If the Proposer has alternatives to straight hourly fee pricing arrangements, describe those alternatives.

8.1

Managerial and Professional Personnel (By Position)	Rate/Hour

RENEWAL RATES: Using the rates specified for the initial term of the Contract, specify below the percentage above those initial rates that rates may increase for each renewal term. The percentages below will allow for evaluation of renewal year pricing; Proposer is not guaranteed or entitled to the full percentage in each renewal year if it receives a contract. Renewal rates will be negotiated based on these percentages.

1st Option Period (July 1, 2017 – June 30, 2018) _____% increase

2nd Option Period (July 1, 2018 – June 30, 2019) _____% increase

3rd Option Period (July 1, 2019 – June 30, 2020) _____% increase

4th Option Period (July 1, 2020 – June 30, 2021) _____% increase

Although you may be submitting a more detailed pricing schedule in lieu of the above as an attachment to this page, the next page must be completed, signed and included with your proposal.

Costs/Fees listed shall include **all** overhead and profit. No billing will be accepted that shows any other costs than those listed. This includes, but is not limited to, travel, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting, fuel charges, office supplies, etc. Submit a more detailed pricing schedule referencing the above as a section to your proposal.

PART 9. CERTIFICATIONS/SIGNATURE

THESE TWO PAGES MUST BE COMPLETED, SIGNED AND INCLUDED IN YOUR PROPOSAL.

Is your firm a:

Corporation* Partnership Individual Joint Venture

* If a corporation, answer the following:

(a) Where incorporated:

(b) Date incorporated:

Have your Articles ever been suspended or revoked? Yes No

If yes, when, for what reason, and when were they reinstated:

Has your firm or its parent or subsidiaries ever been debarred or suspended from providing any goods or services to the Federal Government? Yes No

If yes, when, for what reason, and when were they reinstated:

The undersigned agrees to notify the Maricopa County Community College District of any change in this status, should one occur, until such time as an award has been made under this RFP.

The undersigned certifies that to the best of his/her knowledge:

- There is no officer or employee of the Maricopa County Community College District, its Colleges or Centers, who has, or whose relative has, a substantial interest in any contract award pursuant to this proposal.
- The names of any and all public officers or employees of the Maricopa County Community College District, its Colleges or Centers, who have, or whose relative has, a substantial interest in any contract award pursuant to this proposal are identified by name as part of this proposal.

SIGNATURE _____

(PRINTED NAME) _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX NUMBER _____

E-MAIL _____