

REQUEST FOR PROPOSAL

#6844

Executive Search Services

Administration Building

220 N. Main

Ann Arbor, MI 48104

FOR

Washtenaw County

Human Resources on behalf of the

Washtenaw County Board of Commissioners

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6844

June 4th, 2015

Washtenaw County Purchasing Division on behalf of the Washtenaw County Board of Commissioners and Human Resources is issuing a sealed RFP #6844 for an Executive Service Firm to assist with the hiring for a County Administrator.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and 12 **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By Thursday, JUNE 25th, 2015 at 4 PM EST

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope(s) must be clearly marked including FedEx & UPS package labels "SEALED RFP#6844"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org
- Please direct technical questions regarding this RFP to Diane Heidt, Human Resources/Labor Relations Director **via e-mail only** at heidtd@ewashtenaw.org

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	Washtenaw County Board of Commissioners and Human Resources

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) unbound original and twelve (12) copies** and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of one (1) year, with an option to renew an additional one (1) year, pending agreement by both parties.

H. CONFLICT OF INTEREST Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

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III. VENDOR SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

(Attach as Addendum A)

B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.

(Attach as Addendum B)

C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum C)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

Washtenaw County Government is seeking proposals from Executive Search Firms to assist the Washtenaw County Board of Commissioners with identifying, recruiting, and hiring the most qualified candidate for the position of County Administrator.

Search firms interested in providing these services must have a demonstrated record in working with municipalities in filling executive-level positions of this or a similar nature. The selected firm must be willing to work collaboratively with the Board of Commissioners and Human Resources.

Search firms are to provide a detailed and comprehensive plan they will use to recruit applicants for the County Administrator position. This must include an outline of at least the following five (5) steps:

1. Conducting discussions with the Board of Commissioners and Human Resources on identifying an ideal candidate
2. Identifying potential candidates

- a. The search firm will work with the Board of Commissioners in developing a suitable approach for describing the organization and position to potential candidates and referral sources. The approach should take into consideration issues of confidentiality and the issues most likely to attract the best candidates (Search firms' proposals should identify the specific strategies and tactics they will use to achieve these outcomes). A diverse applicant pool is a requirement. This is intended to be a national search, seeking out applicants who have a proven track record in governmental leadership.
3. Conducting screenings and the screening process description
 - a. The search firm will demonstrate the ability to provide the County with preliminary candidate lists of individuals meeting the requirements of the job posting. (A job description for the County Administrator position is attached – Attachment A). The applicant pool should include as many candidates with the most promising qualifications as possible, but should not be less than 10 candidates. The search firm should conduct a preliminary interview with appropriate candidates and prepare a written summary of each candidate. After which, the Board of Commissioners and Human Resources in concert with the search firm, will select 5 candidates for interviews with the Board of Commissioners.

Unsuitable candidates should be informed of their status at this time, and if needed, the search firm should identify additional candidates.

The search firm will also obtain complete compensation histories, but will not discuss compensation possibilities with candidates at this stage without consulting with the appropriate contact at the County.
 - b. The search firm will work with the County to coordinate interviews. The County plans to conduct the interviews in two (2) phases:
 - i. Phase I 1st Round of Interviews
 - ii. Phase II Interviews of Finalists
4. Conducting reference checks (identify points of contact and databases that will be searched for background information)
 - a. Reference checks and exhaustive background investigations will be conducted for all candidates and forwarded to Human Resources for consideration. Those candidates who are selected for an interview may choose, as provided in the Open Meetings Act, MCLA 15.261, 268(f), to have their applications reviewed by the County Board of Commissioners in closed session. A candidate

must provide a request for such a closed review of his/her application by sending a written request to Human Resources as soon as he/she is notified that he/she has been chosen to be interviewed for the position. All candidates must be aware, however, that any interviews for the position must be in open session before the County Board of Commissioners.

- b. Washtenaw County Government will conduct its own evaluation of a candidate's background and employment verification. The County will verify academic credentials and a criminal background for any candidate receiving a job offer.
5. If requested by the Board of Commissioners and/or Human Resources, the method of discussing compensation requirements with the preferred candidate(s). The presentation should also include the time schedules inherent in the firm's search, pre-qualification and final recommendation process.
- a. The search firm should preliminarily discuss compensation requirements with the preferred candidate when the County has determined an offer is appropriate. This information will be reviewed by the County to develop an offer of employment. This process will continue until an agreement is reached and a confirmation letter is forwarded.

The successful search firm should guarantee delivery of services in accordance with such delivery schedule. Additionally, the search firm will be required to reinitiate a one-time additional executive search in accordance with the specifications set forth above, at no additional fee to the County, if the successful candidate terminates employment with the County within one year of placement.

Responses should include the fee for the proposed services, including reimbursement rates for expenses such as travel, lodging and meals.

Washtenaw County Government

The Washtenaw County Board of Commissioners is the governing legislative body for Washtenaw County government. The Board is responsible for overseeing all County operations in accordance with State Laws and has shared authority with other elected officials in specific areas. Nine Commissioners are elected on a partisan basis to the Board for a two-year term. Washtenaw County Administration reports to this Board of Commissioners. The Board appoints a Washtenaw County Administrator to oversee all non-elected departments.

Under policy direction of the Board of Commissioners, the County Administrator plans, organizes, coordinates and administers through management staff all County functions and activities; provides policy guidance and program evaluation

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and administers and coordinates the activities of appointed managers and elected officials; serves as the county controller as designated by Michigan law; fosters cooperative working relationships with intergovernmental and regulatory agencies; various public and private organizations and County staff.

Washtenaw County Government has approximately 1,300 employees who work for 22 departments and has an annual operating budget of approximately \$106.3 million.

For more information about Washtenaw County Government, please visit our website at www.eWashtenaw.org

Search firm finalist(s) may be asked to make a presentation to the Board of Commissioners

Community Background

Washtenaw County is located in southeastern Michigan approximately 30 miles west of Detroit. Ann Arbor is the County seat. The County spans a distance of 30 miles east-west and extends 24 miles in the north-south direction, partnering with 28 local units of government existing within the boundaries. The County's population is currently about 350,000. It is one of the few Michigan counties which continues to grow at a moderate rate.

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SERVICE CONTRACT
(NAME OF CONTRACTOR)

CR_____

AGREEMENT is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **(DEPARTMENT HEAD TITLE)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract is for a three (3) year term (***change as necessary***) which begins on (***MONTH, DAY, YEAR***) and ends on (***MONTH, DAY, YEAR***) with an option to extend for two (2) additional one (1) year periods.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be

suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$12.00 per hour with benefits or \$ 14.07 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2015 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For “federally assisted construction contracts” as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland “Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of “funding agreement” under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of

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these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the federal funds awarded under this Agreement.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXIII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIV - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____
(CONTRACTOR’S NAME) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

PRICE SHEET

Executive Search Services for Washtenaw County Government

	Job Description	Rate
1.	Executive Search Services	
2.	Reimbursement Rates for Expenses (travel, lodging, meals)	
3.	Additional Services	
4.		
5.		
6.		
7.		

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.

ATTACHMENT A

Washtenaw County

JOB DESCRIPTION

Job Code: 9912
Employee Group: 32

Administrative Action – March 1993
Class Code: 004A

CLASS TITLE: COUNTY ADMINISTRATOR
DEPARTMENT: Administration
FLSA STATUS: Exempt

JOB SUMMARY:

Under policy direction of the Board of Commissioners, plans, organizes, coordinates and administers through management staff all county functions and activities; provides policy guidance and program evaluation and administers and coordinates the activities of appointed managers and elected officials; serves as the county controller as designated by Michigan law; fosters cooperative working relationships with intergovernmental and regulatory agencies; various public and private organizations and county staff; performs related work as assigned.

EXAMPLES OF DUTIES

Essential Duties:

- Plans, organizes, coordinates and directs, through elected officials and appointed managers and support staff the work of the county to meet the established goals and objectives of the Board of Commissioners.
- Directs the development and implementation of goals, objectives and programs for the County; provides for administrative policies and procedures and work standards to ensure that goals and objectives are met and that programs provide mandated service in an effective manner.
- Works closely with the Board of Commissioners and related bodies such as boards, commissions and committees, a variety of public and private organizations and citizen groups to implement programs to meet objectives.
- Advises the Board of Commissioners on issues and programs; directs the preparation of and recommends long-range plans for county services and directs the development of specific proposals for action on current and future county needs.

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- Directs the activities of the Board and administrative office staff; attends all meetings of the Board of Commissioners and specified Board committees; ensures the provision of staff support to the Board; coordinates the filling of Board vacancies through appointment or election.
- Fulfills all statutory requirements of the County Controller; delegates such responsibilities as necessary to ensure the proper financial accountability of every county office and program.
- Executively directs the preparation, implementation and administration of the annual budget and the preparation and presentation of appropriate budget and financial reports to the Board of Commissioners.
- Recommends the selection of executive management staff; oversees the selection and work organization of county staff; provides for the establishment of standards to evaluate program effectiveness and staff contributions; executively directs county labor relations activities.
- Represents the Board of Commissioners and the county in contacts with governmental agencies, community groups and various business, professional and other organizations, either directly or through subordinate staff.

Important Duties:

- Ensures that the Board of Commissioners is kept informed of county program and financial status and of legal, social and economic issues that may effect county operations and programs.
- Oversees those activities of various departments on an interim basis in the event of executive staff vacancies.

EMPLOYMENT QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program and budget development and administration and human resources in a public agency setting.
- Principles and practices of general, governmental and fund accounting, including financial statement preparation and methods of financial reporting.
- Principles and practices and budgeting and revenue forecasting in a public agency setting.

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- The functions, authority, responsibilities and limitations of an elected Board of Commissioners.
- Principles and practices of public administration in a county government setting.
- Principles and practices of human resources
- Applicable legal guidelines and standards effecting county administration.
- Funding sources impacting program development and service delivery.
- Social, political, environmental and related issues influencing local government functions and activities.
- Supervisory principals and practices, including work organization, direction, review and evaluation.

Skill in:

- Planning, organizing, administering, coordinating, reviewing and evaluating a wide variety of county programs and services through executive management staff.
- Working cooperatively with and accomplishing implementation of the policies of an elected Board of Commissioners.
- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls.
- Interpreting, applying and explaining complex laws, policies and regulations.
- Analyzing complex administrative problems, evaluating alternative solutions and adopting effective courses of action.
- Using sound, independent judgment within general policy and legal guidelines.
- Preparing clear, concise and effective written materials.
- Establishing and maintaining effective working relationships with the Board of Commissioners, county staff and a variety of public and private organizations.
- Knowledge of issues surrounding equalization, truth in taxation and assessment.
- Knowledge of land use, environmental and economic development issues.
- Knowledge of issue impactation on the judiciary and the criminal justice system.
- Knowledge of public health issues.

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Physical Demands:

Duties require sufficient mobility to work in a normal office setting and use standard office equipment including a computer, vision to read printed materials and a VDT screen and hearing and speech sufficient to communicate in person or over the telephone.

These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Education:

Equivalent to possession of a Bachelor's degree with major coursework in business or public administration of a field related to the work. Possession of an advanced degree in public administration or an appropriate field is desirable.

Experience:

Significant managerial or administrative experience in a public agency setting. Experience in successfully working with an elected board or council is highly desirable.

This class description intends to identify the major duties and requirements of the job and should not be interpreted as all-inclusive. Incumbents may be requested to perform job-related duties other than those outlined above and may be required to have specific job-related knowledge for successful job performance.