REQUEST FOR PROPOSAL

Search Firms
RFP#16-017

Due February 26, 2016
2:00 p.m.

Issuing Officer
Jessica Holloway, APO
Arkansas Tech University
Phone: 479-968-0269
Email: jholloway@atu.edu
purchasing@atu.edu
Scope

Arkansas Tech University is planning to contract with one or more search firms for various executive and professional level staff/faculty on an as-needed basis. The firm(s) must provide expert services in recruitment of both executive and professional leadership for Arkansas Tech University, and demonstrate a successful track record in such recruitments.

Background

Arkansas Tech University is a state university established in 1909 with programs at the technical certification, associate, baccalaureate and graduate levels. The University has three campuses. The main campus is in Russellville, Arkansas, a second campus in Ozark, Arkansas and the Arkansas Tech Career Center also located Russellville.

Arkansas Tech is home to more than 12,000 students, which makes it one of the three largest universities in the State of Arkansas. Arkansas Tech has been named one of the 10 fastest-growing public master’s degree-granting universities in the United States by The Chronicle of Higher Education two consecutive years, and is the fastest growing public university in the State of Arkansas.

Fall 2015 marked the 17th consecutive record enrollment for Arkansas Tech and the first time that enrollment at the institution exceeded 12,000.

Arkansas Tech offers more than 100 programs of study, including the five most popular among college freshmen --- business, engineering, the physical and biological sciences, the social sciences and teacher education. Pre-professional programs prepare Tech students to become doctors, dentists, lawyers, pharmacists, physical therapists and veterinarians.

Issuing Agency

This Request for Proposal (RFP) is issued for Arkansas Tech University by Procurement Services. The issuing department is the sole point of contact for Arkansas Tech University for the selection process. Vendor questions regarding RFP related matters should be addressed to Jessica Holloway, Director of Procurement and Risk Management Services/Purchasing Official at 479-968-0269. During the time between the bid opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named in above will initiate all contact.
**Service Requirements**

The requirements stated in this section of the RFP represent Arkansas Tech University's best estimate of requirements for successful recruitment of executive and professional level staff/faculty.

This contract is for services only; vendor is expected to provide all necessary equipment for vendor resources performing work.

1. Email correspondence.
2. Provide availability for telephone consultation (unlimited).

**Vendor must provide company, client, and employee profile information to include the following items:**

1. Number of years in business providing successful recruitment of various executive and professional level staff/faculty;
2. Total number of employees;
3. Average years’ experience of employees;
4. Number of current clients for which vendor is currently providing recruitment of executive and professional level staff/faculty;
5. Provide reference clients (including contact information) where services were/are provided in a university/teaching hospital environment similar to Arkansas Tech University;
6. Success rate for candidate being chosen;
7. Identify what sets your company apart from other search firms and why you are qualified to provide the best level of service for Arkansas Tech University.
8. Provide examples successful placements.
9. List areas of recruitment strength (Medical, Business, etc.)

**Services to be provided:**

**Vendor must describe services to be provided in detail. Services provided must include at a minimum:**

1. Development and disclosure of recruitment strategy;
2. Implementation of recruitment strategy;
3. Recruitment efforts that will produce 5 – 8 high-caliber candidates;
4. Total disclosure on all candidates;
Preparation/Participation:

Tasks to be performed by Arkansas Tech University will include at a minimum:

1. Collaboration in the search process and the development of position and candidate specifics;
2. Interview candidates;
3. Negotiations and close of final candidate.

Staffing:

1. Arkansas Tech University reserves the right of rejection on any vendor staff assigned to this contract based on quality/quantity of work produced, work ethic, and suitability for assignment to project.

Costing Method / Fee structure:

1. For each item offered, indicate whether the item is billed as a fixed amount/percentage by search, or if item is billed at a per unit rate.
2. Vendor should indicate if a limited amount of hours are included in the fixed rate for each period. If there are a maximum number of hours provided on a fixed rate-billing item, vendor must specify the rate per hour to be charged if the maximum number of hours are exceeded for the period.
3. For any work outside the bounds of this contract, vendor should list specific rates to be charged for any work performed.

Note: ARKANSAS TECH UNIVERSITY may not pay a retainer up-front before services have begun.
Evaluation Criteria for Selection

Point Scoring Evaluation Criterion: Max Points 100

A. Vendor History and Past Performance (Maximum Weight = 40)

The evaluation of the vendor's performance history and business stability will be based upon:
- Number of years in business providing recruitment of executive, professional and academic level staff/faculty
- Number of customers and quantity of business currently serviced by the vendor's office
- Number of similar successful projects in an academic setting comparable to Arkansas Tech University.
- Staff qualifications and experience
- Referenced customers' level of satisfaction with vendor
- Other company accomplishments noted by vendor

B. Service Offered by Vendor (Maximum Weight = 30).

The evaluation of services offered by vendor will be based upon:
- Design of recruitment strategy, including marketing coverage
- Methods of management
- Methods of disclosure

C. Cost (Maximum Weight = 30)

This shall be assigned as follows:
- The total contract cost includes all costs incurred over the contract term and any other costs for which the vendor will invoice the agency.

As the points evaluation indicates, Arkansas Tech University reserves the right NOT to choose the lowest bid. The selections will be based on cost, quality, services, and experience.
ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-ET SEQ.

Any questions regarding this RFP must be submitted in writing not later than 2:00 p.m. CST, Friday, February 4, 2016. Email jholloway@atu.edu

**Anticipated Procurement Timetable**

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<tr>
<th>Event</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>February 2, 2016</td>
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<tr>
<td>Deadline for Questions</td>
<td>February 12, 2016</td>
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<tr>
<td>Proposal due no later than</td>
<td>February 26, 2016</td>
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**Award:**

The University reserves the right to negotiate with the firm selected for best and final offer.

Award will be made in the best interest of the University; however, the University reserves the right to not award any contract pursuant to this RFP. Cost will not be the sole criteria for determining the contract award. The University shall issue a firm, fixed-price contract for the services resulting from this RFP.

Proposals that are substantially incomplete or lack key information will be rejected.

The initial term of this contract is anticipated to be for a period of one (1) year with the option to renew on an annual basis. If the university requires additional services after that time, the contract may be extended for up to as long a time as necessary to complete the additional services. However, in no case will the term of the contract exceed seven (7) years. The University reserves the right to cancel this contract at any time upon written notice given thirty (30) days in advance. The University will give written documentation to the contractor as to the reason for cancellation. Authorized services performed for the University will be paid for through the cancellation date.

Any questions pertaining to this RFP are to be directed to Jessica Holloway, APO, Purchasing Program Director, jholloway@atu.edu, 479-968-0269.

Arkansas Tech University’s Standard Terms & Conditions may be found at [www.atu.edu/purchasing](http://www.atu.edu/purchasing)
Additional terms and conditions of this RFP may be found in Attachment A below.

Nothing in this RFP shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Arkansas Tech University.

If the bidder submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this invitation, the bidder's responses and Arkansas State law.

**Reservation**

This RFP does not commit Arkansas Tech University to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for services. Arkansas Tech University reserves the right to accept or reject (in its entirety), any bid received as a result of the RFP, if it is in the best interest of the University to do so.

**Submittals:**
Submit five (5) copies of proposal with cost proposals in a separate, sealed envelope to:

Purchasing Department  
Arkansas Tech University  
Young Building Suite 101  
203 West O Street  
Russellville, AR 72801

**Note RFP 16-017 on outside of envelope**

Respondent is responsible for checking the web site for any addenda.  
[www.atu.edu/purchasing](http://www.atu.edu/purchasing)

The following three (3) forms will be required prior to award of contract. You may find these forms on our website at [www.atu.edu/purchasing](http://www.atu.edu/purchasing).

1. **Disclosure Required by Executive Order 98-04:** As required by the State of Arkansas, the **successful vendor** must complete this form prior to award.
   
   “The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance & Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.”

2. **Equal Employment Opportunity Policy Required by Act 2157 of 2005:** As required by the State of Arkansas, the **successful vendor** must complete this form prior to award.
3. **Illegal Immigrant Certification Required by Act 157 of 2007**: As required by the State of Arkansas, the *successful vendor* must complete this form prior to award.

**Performance Based Standards:**
Arkansas Code 19-11-267 requires the use of performance based standards on any resultant contract by the university.

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<th>Milestone Payment Contracts</th>
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<tr>
<td><strong>Standards</strong></td>
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<td>Milestone deadlines are met</td>
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<td>Work products are professional &amp; comprehensive</td>
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<th>Time &amp; Materials Contracts</th>
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<tr>
<td><strong>Standards</strong></td>
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<tr>
<td>Services are provided in a timely and professional manner</td>
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<td>Work products are professional, comprehensive and consistent with the contracted skill level</td>
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Exhibit A

1. Nothing in this agreement shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, the Arkansas Tech University Board of Trustees, or Arkansas Tech University administrators, officers, faculty, staff, employees or agents.

2. This agreement shall be governed by the laws of the State of Arkansas. The exclusive jurisdiction for any dispute by Company regarding this agreement shall, pursuant to A.C.A. §19-10-204, shall be the Arkansas State Claims Commission.

3. Company agrees that it is solely responsible for obtaining all required permission, licenses, or other authority for all items, services, goods, products, or activities that it performs or provides. Further, Company states that it has or will obtain all required and necessary rights, licenses, titles, for all items, services, goods, products, or activities performed or provided.

4. The parties shall comply with all federal, state and local laws as required in connection with the performance of their obligations under this Agreement, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran’s Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

5. Upon the signing of this contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of A.C.A. §25-18-501.

6. The parties agree and understand that approval of this agreement or any amendments to this agreement are subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. The parties further agree that in the event such legislative review or approval is not granted or is otherwise withheld, this contract shall terminate automatically with no penalty to Arkansas Tech University.

7. If any local, state or federal government or government agency changes or amends any laws, rules, or regulations affecting the rights, requirements, or relationships contemplated herein, Arkansas Tech University reserves the right to amend this Agreement in order to bring it into compliance with such changes.

8. Pursuant to A.C.A. §19-11-267 and Act 557 of 2015, the service criteria for the Company under this agreement shall be that the consultant will evaluate, facilitate and recommend to Arkansas Tech University – Ozark Campus officers of administration and faculty a systematic approach and timeline for completing the outlined educational structure in the Request for Proposal for all academic programs, across all degrees to which they may apply.
Acceptable performance of this Agreement shall be measured as follows: The Company shall perform its services consistent with the professional skill and care ordinarily provided by consulting providing services in the same or similar locality under the same or similar circumstances. The Company shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. The Company shall be responsible for the professional quality, technical accuracy, and coordination of all aspects of the services required or provided under this contract.

Damages for insufficient performance shall be as follows: The Company shall be required, without additional compensation, to make necessary corrections or revisions when the documents, plans or other items or services contain any errors, deficiencies, or inadequacies. The Company may be liable for University costs resulting from errors or deficiencies in the project, products or services furnished under this contract. Therefore, when a modification to a project, products or services is required because of an error or deficiency in the project, products or services provided by Company under this Agreement, the Vice President for Administration and Finance shall consider the extent to which the Company may be reasonably liable. The Vice President for Administration and Finance shall enforce the liability and issue a demand for payment of the amount due, if the recoverable cost will exceed the administrative cost or is otherwise in the University’s interest.

Neither the University’s review, approval, or acceptance of, nor payment for, the services or products required or provided under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Company shall be and remain liable to the University in accordance with applicable laws for all damages to the University caused by the Company’s negligent performance of any of the services rendered under this Agreement.

In the event that the Company shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the company in writing of such failure and demand that the same be remedied within 10 days. Should the Company fail to remedy the same within said period, the University shall then, in its sole discretion, have the right to immediately terminate this agreement without penalty.