



**State of Oklahoma  
Office of Management and Enterprise  
Services  
Central Purchasing**

**Notice of Statewide Contract  
Award**

*Official signed contract documents are on file with OMES-Central Purchasing.*

**Contract Title:** Executive Search Services

**Contract Issuance Date:** December 4, 2015

**Statewide Contract #:** SW120

**Total Number of Vendors:** 1 (For details see: Vendor Information Sheet)

**Contract Period:** December 4, 2015 through December 3, 2016

**Agreement Period:** December 4, 2015 through December 3, 2018

**Authorized Users:** All State Agencies, Oklahoma Boards and Commissions, Schools, Counties, Municipalities and Higher Education.

**Contract Priority:** This is a Non-Mandatory Contract

**Type of Contract:** Firm Fixed Price, Indefinite Quantity

**OMES-CP Contact:** Theresa Johnson  
Contracting Officer

Phone: 1-405-521-2289

Fax: 1-405-522-1077

Email: Theresa.Johnson@omes.ok.gov

**NOTE: See contract and scope of work for pricing information and breakdown**



**State of Oklahoma  
Office of Management & Enterprise  
Services  
Central Purchasing Division**

**Awarded Vendor Information**

PAGE 2 OF 2

**Vendor ID#:** 0000395978

**Vendor Name:** Switchgear Search & Recruiting LLC

**Vendor Address:** Address: 201 W 5 St Suite 300

City: Tulsa

State: OK

Zip Code: 74103

**Contact Person Name:** Liz Brolick

**Phone #:** 918-707-5792

**Title:** Professional Division Director

**Fax #:** 918-574-8751

**Email:** [liz@switchgearrecruiting.com](mailto:liz@switchgearrecruiting.com)

**Website:** [www.switchgearrecruiting.com](http://www.switchgearrecruiting.com)

**Authorized Location:** ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 4206

**Delivery:** FOB Destination

**Minimum Order:** NONE

**P/Card Accepted:** X Yes

No

**Other:**

## CONTRACT

**State of Oklahoma**

### Dispatch via Print

**Supplier** 0000395978  
SWITCHGEAR SEARCH AND RECRUITING LLC  
201 W. 5TH ST., SUITE 300  
TULSA OK 74103  
USA

|  |  |                        |                                 |                             |
|--|--|------------------------|---------------------------------|-----------------------------|
| <b>Contract ID</b><br>0000000000000000000000004206 |  |                        | <b>Page</b><br>1 of 1           |                             |
| <b>Contract Dates</b><br>12/04/2015 to 12/04/2016  |  | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT       | <b>Rate Date</b><br>PO Date |
| <b>Description:</b><br>From Req ID - 5800001852    |  |                        | <b>Contract Maximum</b><br>0.00 |                             |
| <b>TYPE: STATEWIDE</b>                             |  |                        |                                 |                             |

Tax Exempt? Y      Tax Exempt ID:736017987

**Contract Lines:**

| Line # | Cat CD / Item ID / Item Desc   | UOM          | Minimum Order |      | Maximum / Open |      |
|--------|--|--------------|---------------|------|----------------|------|
|        |  |              | Qty           | Amt  | Qty            | Amt  |
| 1      | 93141802 /<br>Recruitment Services<br>Executive Search Services  | EA           | 1.00          | 0.00 | 0.00           | 0.00 |
|        | Per scope of work service is invoiced as follows (provided work corresponding with those days is completed): |              |               |      |                |      |
|        | Day 32: \$10,000.00  |              |               |      |                |      |
|        | Day 95: \$17,500.00  |              |               |      |                |      |
|        | Day 184: \$7,500.00  |              |               |      |                |      |
|        | Contract Base Pricing  | 35,000.00000 | EA            | 0001 |                |      |

COMMENTS:

Contract Period: December 4, 2015 through December 4, 2016 with option to renew for up to two additional one-year periods.

Vendor Contact: Liz Brolick  
Phone Number: (918) 707) 5792  
Email: [liz@switchgearrecruiting.com](mailto:liz@switchgearrecruiting.com)

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any

language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

#### **A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.



## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

The contract is for a one year period commencing from Date of Award through one year. The contract may be renewed for up to two (2) successive one year periods at the option of the State.

### **B.2. Definitions**

- B.2.1.** OMES/SPM – Office of Management and Enterprise Services/Statewide Performance Management, also referred to as “Owner”
- B.2.2.** OMES/CP – Office of Management and Enterprise Services/Central Purchasing Division
- B.2.3.** Evaluation Committee – the team who will participate in the evaluation process. The term is used interchangeably with “selection team” and “evaluation team”.
- B.2.4.** Evaluation Team – the team who will participate in the evaluation process. The term is used interchangeably with “selection team” and evaluation committee”.
- B.2.5.** Firm – Individual, company or corporation that supplies the expertise required in this solicitation. This term can be used interchangeably with “consultant”, “vendor”, “contractor”, “respondent” or “offeror”.
- B.2.6.** PC- Project Capability which is a criteria of the Selection Phase.
- B.2.7.** RA-Risk Assessment which is a criteria of the Selection Phase.
- B.2.8.** Selection team – the team who will participate in the evaluation process. The terms is used interchangeably with “evaluation committee” and “evaluation team”.
- B.2.9.** VA-Value Add which is a criteria of the Selection Phase.

### **B.3. Type of Contract**

This is an indefinite quantity contract

### **B.4. Authorized Users**

Offers shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s).

*Check Appropriate Block*

☒ Yes, Offer permits usage by other than State Agencies.

☐ No, Offer permits usage by State Agencies only.

### **B.5. Extension of Contract**

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

### **B.6. Contract Priority**

This is a Mandatory Contract.

### **B.7. Ordering**

Any supplies and/or services to be furnished under this contract may be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

### **B.8. Notice of Award**

Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies if needed. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

### **B.9. Contractor Invoices**

- B.9.1.** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the

Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

- B.9.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.9.3.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
- B.9.4.** (d) In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

## **B.10. Warranty**

The Successful supplier agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

## **B.11. Contract Management Fee**

As empowered by State Statute §85.33 A & B, the Department of Central Services imposes, and Vendors agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Vendor, to OMES, Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarterly reporting. The contract management fee check should be sent to:

OMES  
Agency Business Services  
5005 N. Lincoln Blvd, Suite 200  
Oklahoma City, OK 73105

## **B.12. Contract Usage Reporting Requirements**

- B.12.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.
- B.12.3.** Usage Reports shall be delivered to Central Purchasing within 30 calendar days upon completion of performance quarter period cited in paragraph "d" of this contract provision. Usage Reports may be delivered electronically to the following address. Reports also may be sent to the contracting officer electronically.
  - B.12.3.1.** Email – [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)
- B.12.4.** Contract quarterly reporting periods shall be:
  - B.12.4.1.** January 1 through March 31
  - B.12.4.2.** April 1 through June 30
  - B.12.4.3.** July 1 through September 30
  - B.12.4.4.** October 1 through December 31
- B.12.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.
- B.12.6.** Usage Reports shall be submitted in the Excel form. The template in Excel format for the report will be provided after the contract is awarded

## **B.13. Assignment and Subcontracting**

### **B.13.1. Assignment**

- B.13.1.1.** Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate division administrator or designee's written authorization.

### **B.13.2. Subcontracting**

- B.13.2.1.** Contractor must notify the appropriate division administrator or designee in writing of any

subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply OMES/SPM with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that OMES/SPM shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts.

- B.13.2.2.** The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

**B.13.3. Subcontract Modification**

- B.13.3.1.** Any change to a contractor's subcontract shall be treated as a new subcontract and the above requirements of "Subcontracting" apply.

**B.14. Civil Rights**

- B.14.1.** Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the specific following statutes, regulations and executive orders:

- B.14.1.1.** *Omnibus Crime Control and Safe Streets Act of 1968 (OCCSSA)*, Pub.L. 90-351, June 19, 1968, 82 Stat. 197

- B.14.1.2.** *The Victims of Crime Act of 1984*, Pub.L.98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170

- B.14.1.3.** *The Juvenile Justice and Delinquency Prevention Act of 2002*, Pub.L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov.2, 116 Stat. 1869

- B.14.1.4.** *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241

- B.14.1.5.** *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355

- B.14.1.6.** *The Americans with Disabilities Act of 1990*, Pub.L. 101-336, July 26, 1990, 104 Stat. 327

- B.14.1.7.** *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;

- B.14.1.8.** *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728

- B.14.1.9.** Equal Treatment for Faith/1-Based Organizations, 28 C.F.R. §§38.1 and 38.2; see Exec. Order No. 13279, amended by Exec. Order no. 13403, equal protection of the laws for faith-based and community organizations.

- B.14.2.** Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin, or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OMES/SPM to be forwarded to the United States Department of Justice.

**B.15. Drug-Free Work Place**

- B.15.1.** Contractor also agrees that the Contractor and its employees and agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under the Contract. The Contractor agrees to require all subcontractors under the Contract to abide by this provision.

- B.15.2.** Unless prohibited by law, Contractor must maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OMES/SPM's rules, policies and procedures for drug and alcohol testing.

**B.16. Duplicate Billing Prohibition**

- B.16.1.** Contractor shall not bill OMES/SPM for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OMES/SPM or another source. Contractor may seek additional funding from another source to enhance the services for which OMES/SPM is providing compensation.

**B.17. Monitoring and Financial Compliance Review**

- B.17.1.** OMES/SPM, through any authorized representative, has the authority at reasonable times, to inspect, investigate, or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations, or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by OMES/SPM, Contractor shall provide all reasonable assistance necessary. All inspections, investigations, or

evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. OMES/SPM shall have access to and the authority to examine and copy all records related to the Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. OMES/SPM will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

- B.17.2.** OMES/SPM will complete a performance evaluation at the end of the contract period evaluating the quality and appropriateness of the services provided.

**B.18. Prior Unmet Contractual Obligations**

- B.18.1.** Under the Contract, OMES/SPM has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits, or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by OMES/SPM.

**B.19. Severability**

- B.19.1.** If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

**B.20. Unallowable Costs**

- B.20.1.** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OMES/SPM funds on unallowable costs on this or any previous contract, Contractor shall reimburse OMES/SPM in full for all such costs on demand. OMES/SPM may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

## SCOPE OF WORK: EXECUTIVE SEARCH SERVICES

Vendor shall conduct searches for qualified candidates for various positions in various agencies at the State of Oklahoma.

Searches shall include a wide range of specialty practices including, but not limited to, information technology, engineering, education/ not-for-profit/ associations, accounting/financial services, and other professional services.

Vendor shall utilize nationwide searches if necessary to identify the candidates that are best qualified to meet the State of Oklahoma's needs. Vendor shall attract, interview and submit qualified candidates to the State.

Vendor shall work in close consultation with the State of Oklahoma agencies during this search.

I. Vendor's Responsibilities in the process include:

A. **Develop an Understanding of the Need.** Vendor will meet with and solicit input from requesting Agency to understand the requirements for the position. Vendor will meet with any/all parties involved in the hiring process including but not limited to the Hiring Manager, the Board, the Human Resources department and/or others.

This will include candidate qualifications such as professional credentials, personal characteristics, and background. This will also include information specific to the State Agency such as current culture, leadership styles, growth potential within organization and any other information deemed relevant to the search. The understanding of the need will also include a detailed description of the State Agency's hiring process for the position.

B. **Develop Position Specifications.** Draft a specification (job description) for the position based on the State of Oklahoma's existing position descriptions, discussions with the requesting agency, and previous search histories if applicable. Position description shall describe the responsibilities, title, reporting relationships, compensation, education and experience requirements of the position. The position description will accurately describe the outcomes and goals as well as competencies that fit with both the culture of the Agency and the role. These details will be reviewed and authorized by the requesting Agency at the State of Oklahoma.

Vendor will create a scorecard to provide a clear link between the people being considered for the role and what they need to accomplish. The scorecard includes the position's mission, outcomes and competencies. The mission is the job's core purpose. Outcomes describe what the person needs to accomplish in a role. Most jobs have three to eight outcomes, ranked in order of importance. Competencies ensure the behavioral fit.

C. **Identify Qualified Candidates.** Vendor shall use their resources to undertake an intensive search to locate candidates whose qualifications match the position requirements on the Position Specification. Vendor will source candidates through a number of different channels including: proactively reaching out to candidates in the marketplace that may not be actively seeking the position, accessing vendor firm's network of qualified candidates, utilizing

networking groups and organizations to connect with potential candidates and other best practice recruitment strategies utilized in the industry. Vendor will also reach out to potentially appropriate candidates the State is already otherwise aware of to obtain indications of interest.

D. **Communicate with State.** Vendor will set up regular scheduled reporting's of updates on search process. Vendor will advise the State of Oklahoma promptly and offer alternative courses of action if it becomes apparent that no qualified candidates can be presented, or that the length of the search will differ considerably from that originally specified. Vendor will provide the WWR reports weekly as required.

E. **Qualify Candidates.** Vendor will qualify candidates by resume review, interviews and scorecard grading to obtain a thorough understanding of their accomplishments, capabilities, and potential. The vendor will utilize the Top-Grading hiring method. The Top-Grading method includes the following steps:

1. *The Screening Interview:* This interview is a short, phone call designed to clear out B and C players from the initial roster of candidates.
2. *The Top-Grading Interview:* This interview is an in-person, highly detailed interview. It's a chronological walk-through of a person's career allowing Vendor to gather an immense amount of decision data points. If the candidate isn't local, this can be done with FaceTime or Skype.
3. *The Reference Interview:* Vendor will conduct reference checks with managers, peers, subordinates and/or customers of the candidate. Eight to fifteen references per candidate will be conducted.

\* State may request Personality Based Testing for each candidate (not included in core scope).

F. **Present Best Qualified Candidates to the State of Oklahoma.** Vendor will present the top three to four individuals who best fill the position requirements if the State is willing to relocate a candidate. Vendor will present top two to three individuals who best fill the position requirements if the State is not able to relocate a candidate. A comprehensive resume describing past work experiences and education will be presented to the State of Oklahoma on each candidate whom Vendor recommends.

\* State may request Pre-Interview Dossier for each candidate (not included in core scope).

G. **Coordinate Interviews with the State of Oklahoma.** Vendor will work directly with the appropriate State Agency to set up interviews with candidates. Vendor will coordinate schedules between candidates and Agency to arrange for interviews, the amount & type of interview to be determined in step A of this process. Vendor will coordinate any travel arrangements required for non-local candidates. Vendor will participate in and assist with candidate interviews and evaluation.

H. **Coordinate Offer and Acceptance.** Vendor will assist with final negotiations for terms of employment. Vendor will make offer on behalf of State Agency to candidate. When any negotiations are made, Vendor will update Human Resources requesting department on progress as necessary. Vendor will conduct background checks upon verbal acceptance of offer.

\*State may request education and employment verification for candidate (not included in core scope).

II. . State of Oklahoma’s Responsibilities in the process include:

- A. **Develop an Understanding of the Need.** Ensure that Vendor has sufficient information to share with candidates to enable them to make informed career decisions. Update Vendor on relevant matters regarding the search that the requesting Agency may wish to keep confidential. Ensure Vendor has a complete list of candidates State Agency is aware of that are persons of interest (or conversely, persons not of interest).
- B. **Develop Position Specifications.** State will work directly with the Vendor to ensure the position specifications are correct and agreed upon by all parties at the State with hiring influence. State will provide any existing relevant documentation regarding open position including but not limited to, job descriptions.

State will work with Vendor to ensure realistic expectations, goals and requirements are set and match salary availability. All parties must agree before Vendor begins search for candidates.

- C. **Communicate with Vendor.** State will provide timely feedback to the Vendor about the recommended candidates and relay information as soon as possible following submittals and interviews. Timeline will be provided by Vendor to the State.

State will identify up front, any and all parties that need to be included in this hiring process including but not limited to HR, the hiring manager(s), the Board of Directors, etc. The State will indicate if party is a hiring authority/decision maker or a hiring influencer/non-decision maker. If any parties are introduced after the process has begun, State agrees they will only be hiring influencer/non-decision makers.

The State understands that any delays in the timeline will result in delays in the hiring process. The step by step timeline is below. The State agrees to follow these steps and keep in compliance with this timeline.

| <b><u>Step</u></b>                     | <b><u>Calendar Days<br/>from Award</u></b> | <b><u>Payment<br/>Due</u></b> |
|--|--|-------------------------------|
| Contract Awarded                       | 0  | \$0                           |
| Meeting with State User<br>for details | 5  | \$0                           |

|   |     |                |
|---|-----|----------------|
| Source & Recruit Candidates               | 32  | \$10,000       |
| Initial Phone Screen of Candidates        | 49  | \$0            |
| Topgrading Interview of Candidates        | 84  | \$0            |
| Reference Checks of Candidates            | 91  | \$0            |
| Candidates submitted to State             | 95  | \$17,500       |
| First Interview with State                | 110 | \$0            |
| Second Interview with State               | 124 | \$0            |
| Third Interview with State (if necessary) | 138 | \$0            |
| Offer made to agency for Candidate        | 147 | \$0            |
| Candidate acceptance                      | 154 | \$0            |
| Candidate start                           | 184 | <u>\$7,500</u> |
| Total Payment Due to Vendor               |     | \$35,000       |

D. **Interviews with the Candidates.** Appropriate State of Oklahoma personnel will conduct interview process as outlined up front and make a final determination and ultimate candidate selection.

E. **Coordinate Offer and Acceptance.** State will provide offer to Vendor to coordinate acceptance with Selected Candidate. State will provide details of all benefit information to Vendor including medical, dental, vision, life insurance, 401(k), vacation/PTO etc. State will also provide details on relocation package (if applicable). State will provide details on bonus opportunities, performance reviews and any other information pertinent to the candidate's acceptance.



- F. **Submit Payment to Vendor.** State will make three payments to Vendor. The first payment, \$10,000 will be due net 45, upon receipt of invoice. This first invoice will be sent to the State 30 calendar days from Award of contract. The second payment, \$17,500 will be due net 45, upon receipt of invoice. This second invoice will be sent to the State 95 calendar days from Award (when Candidates are submitted to the State). The final payment, \$7,500 will be due net 45, upon receipt of invoice. This final invoice will be sent to the State no later than 184 calendar days from Award or the candidates first day, whichever date is soonest.

## Attachment E

### Level of Expertise Plan

---

This template should be used. The Level of Expertise Plan should identify the Respondent's **capability to meet the project's requirements** with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Level of Expertise Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

|                                     |   |
|-------------------------------------|---|
| <b>Level of Expertise #1 Claim:</b> | <i>We're industry specialists. We have long-term experience. This means that we have a strong understanding of what separates one company from another, and we know where and why a candidate would fit at a particular firm.</i> |
|-------------------------------------|---|

---

|                                |  |
|--------------------------------|--|
| <b>Documented Performance:</b> | <i>The primary recruiter for this role has over 15 years of experience recruiting executives in Oklahoma. This recruiter has experience recruiting for and placing candidates with local governments, and local non-profit agencies. This recruiter has also been a volunteer Executive Director of one the area's largest volunteer led organization. We understand the subtle differences in candidates between these candidates and candidates for corporate roles.</i> |
|--------------------------------|--|

---

|                                     |  |
|-------------------------------------|--|
| <b>Level of Expertise #2 Claim:</b> | <i>We're locally connected. We're connected to a large pool of candidates who are the best and brightest at what they do. We know their personalities and the types of environments that give them the chance to do their best work.</i> |
|-------------------------------------|--|

---

|                                |  |
|--------------------------------|--|
| <b>Documented Performance:</b> | <i>Our company is a locally based company with deep roots in the community. Our network of clients and candidates is extensive, we have over 14,000 candidates in our database that have each been fully vetted and met with in person. Our proximity means we can vet Oklahoma local candidates in person to make the strongest recommendation towards culture and fit. Our involvement in Oklahoma City Human Resources Society, OKC's One Million Cups and other local organizations enable us to tap into passive and referral candidate pools to find those who can do the job, not just those who are looking.</i> |
|--------------------------------|--|

---

|                                     |   |
|-------------------------------------|---|
| <b>Level of Expertise #3 Claim:</b> | <i>We're use the Topgrading hiring method. Topgrading is the practice of creating the highest quality workforce by ensuring that talent acquisition and talent management processes focus on identifying, hiring, promoting, and retaining high performers, "A Players", in the organization at every salary level.</i> |
|-------------------------------------|---|

---

|                                |   |
|--------------------------------|---|
| <b>Documented Performance:</b> | <i>We utilize Topgrading for all of our internal positions to ensure all players are "A Players". The cost of a bad hire has been equated to 10X the annual salary, no matter how long the person actually worked for the company. Utilizing this methodology, we have been able to recognize underperforming candidates and eliminate them from the candidate pool before making a poor hiring decision.</i> |
|--------------------------------|---|

---

|                                     |  |
|-------------------------------------|--|
| <b>Level of Expertise #4 Claim:</b> | <i>Our clients like us. We are easy to work with and carry the best interest of the client at heart.</i> |
|-------------------------------------|--|

---

|                                |  |
|--------------------------------|--|
| <b>Documented Performance:</b> | <i>In 2014, our clients had used us an average of 3.5 times. Of the sixteen companies that used us only once since 2014, all but one have been directly or indirectly impacted by the decrease in oil &amp; gas prices.</i><br><br><i>From 2010-2014, we never had to replace a candidate. In 2015, of the 40 clients we have worked with so far, 37 would recommend us.</i> |
|--------------------------------|--|

---

**Level of Expertise #5**  
**Claim:** *We're well trained. This means constantly learning more about the companies and clients we serve, trends in industries and markets, and the roles our candidates will play in reaching company goals.*

---

**Documented Performance:** *All of our staff members spend at least 10% of their total work time in continuous learning, development and improvement to become more proficient at what we do.*

---

**Level of Expertise #6**  
**Claim:** *The candidate is guaranteed. We guarantee the candidate you hire for 90 days. If the employee's employment ends for any reason other than reorganization, elimination of position, takeover or material changes in job responsibility prior to ninety (90) calendar days, you are entitled to another four candidates to replace the same position at no additional cost.*

---

**Documented Performance:** *We recognize that you're making an investment in your new hire, and you're making an investment with us, too. We want to make sure that you've made the right choice, and that's why we follow up with you and the candidate in the months following the search to ensure you've made the right choice. If not, we stand behind our work and do what it takes to find the right person.*

---

## Attachment F

### Risk Assessment Plan

This template should be used. The Risk Assessment Plan should address the risks that the Respondent does NOT control. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the 2-page limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

**Risk #1:** **Description** *Inability to find a suitable candidate that meets client's expectations.*

**Risk Impact / Why is this a Risk?** *There are plenty of people who have the ability to do the job you need get done – whether it's coding, accounting, engineering or leading an organization. What we're looking for is a candidate who fits into your team, understands your goals and helps you go in the right direction.*

**Solution:** *The process starts by meeting you and seeing your location. We'll be asking questions such as: What kind of place is your company? What's the setting? What will the location/office/workplace be like for the candidate you're hiring? Will he/she travel?*

*Next, we get to know you, your hiring manager or team. We want to understand your company culture, as well as get a feel for the mini-culture within a team or work group. We ask open-ended questions. We want to hear about your goals and what the “perfect candidate” would be like. Once we have a sense of your needs and wants, we'll look at the candidates we know who might fit – and seek out the perfect match.*

*If filling a job were as easy as matching skills, we could hire based on resumes. We are looking for that candidate that can not only hit the ground running, they will also be a seamless fit into your existing culture.*

*We can provide four fully vetted, interested candidates who meet your hiring criteria.*

**Documented Performance:** *In five years, there has been only one instance where we were unable to find three candidates that met all of our client's hiring criteria and who were interested in the position and open to the position. This was a highly technical position with a rare skill set and our client would have needed to authorize relocation to be able to get additional qualified candidates. We were able to provide two local candidates that met their full criteria.*

*We will also work with you to set interviews in advance, so that we can drive our recruiting efforts to ensure candidates are vetted and ready for interview and the process is not needlessly delayed.*

*Of the management positions we fill (VP, GM & C-level), it takes 1.88 candidates presented on average to hire the right person. Of the VP, GM & C-level position we fill, it takes 3.26 candidates presented on average to hire the right person.*

**Risk #2:** **Description** *Candidates falsify their credentials (education, professional experience, background) to us.*

**Risk Impact / Why is this a Risk?** *Candidates provide us with their CV's/Resumes and present us this information. Candidates have been known to provide false data in hopes of securing an interview and “wowing” clients with their abilities and personality.*

**Solution:** *We use a performance based interviewing system called Topgrading. This system takes potential candidates all the way back to college, then throughout each position in their career to spot patterns, inconsistencies and motivations. Topgrading has been proven to have an 85% success rate, as opposed to 26% (on average, see <http://topgrading.com/resources/topgrading-case-studies/client-studies/> for more details).*

*We complete reference checks on candidates with previous companies. We do not limit our*

---

*professional references to the names provided to us directly by the candidate. Reference checks are completed prior to the first in-person interview between the candidate and our client. Our reference check process involved 8-15 references per candidate, including supervisor, peers and subordinates, for 360° feedback.*

*We also complete background checks on individuals and if requested, can complete additional checks including education and work verifications. These checks can only be completed upon conditional offer but will be completed at that time prior to a candidate starting in the role.*

---

**Documented  
Performance:**

*We use this approach on all of our professional searches conducted. By using this approach, we have been able to identify candidates that had falsified their background prior to any official offer was made in one case and in another, prior to the candidate starting the role.*

---

*Client delays interview/hiring decisions.*

**Risk Description  
#3:**

**Risk Impact / Why  
is this a Risk?**

*The current job market in the State of Oklahoma is a candidates market, meaning there are more jobs available than talented, qualified candidates. If the State delays providing feedback, candidates could be lost to other positions.*

---

**Solution:**

*Along each step of the process, we will provide the State with a timeline of when feedback is required. We will also set up calendar invited times to review the information so both parties are aware of what the timelines are for each position.*

---

**Documented  
Performance:**

*We use this approach on many of our searches. With the clients that follow this process and adhere to the timeline, we can control the process more closely and reduce the amount of candidates that accept positions with outside agencies. With clients that don't follow this process, we do lose the perfect candidate more often than not. One particular client required 3-4 weeks after each step to provide feedback and they lost their top 3 choices for 3 different positions because of the delay in the hiring process.*

---

## Attachment G

### Value Added Plan

This template must be used. The Value Added Plan should identify any **value added options or ideas that may benefit the Owner**. The value added claims should be prioritized (identify the most important claims first). The Respondent may add or delete Value Added Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

#### *Pre-Interview Dossier*

**Item #1 Claim:**

**How will this add value?**

*Prior to interview, you will review a packet with the candidates' resume, complete Topgrading notes, references and if requested, additional screening. This will enable hiring managers to make decisions quicker & based on the finer points of communication style and culture fit.*

**Documented Performance:**

*100% of the decision makers we have given the pre-interview dossier to have felt more prepared and better able to make a hiring decision because of this information.*

**Cost Impact (%):**

**\$100**

**Schedule Impact (%):**

**Per Candidate**

*Personality based testing (DISC recommended).*

**Item #2 Claim:**

**How will this add value?**

*When it comes to predicting future performance, only three things matter: whether you can do the job, whether you will like the job, and what will get in your way. Personality assessment provides accurate, objective answers.*

**Documented Performance:**

*If you know clearly that this role requires strengths in certain personality area (ex. decisiveness, caution, etc.), DISC assessments can be a strong tool predicting how a candidate will interact with other people and approach a project*

**Cost Impact (%):**

**\$250**

**Schedule Impact (%):**

**Per Candidate tested**

**Item #3 Claim:**

*Education and Employment Verifications.*

**How will this add value?**

*Running these additional searches will ensure the candidates' credentials are valid and accurate.*

**Documented Performance:**

*Having the results of these third party verifications ensure your candidates' credentials are valid and eliminates the concern for unnecessary public relations matters.*

**Cost Impact (%):**

**\$45**

**Schedule Impact (%):**

**Per Candidate screened**