

SERVICE AGREEMENT NO. 3334

RECRUITMENT SERVICES

THIS **Recruitment Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Baker Tilly US, LLP ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Recruitment Services in response to Request for Bid/Proposal No. 3334 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Recruitment Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.** This Agreement is for two years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$294,000.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Tracey Lawson
Human Resources
Phone: 361.826.3314
Email: traceyl@cctexas.com

5. **Insurance; Bonds.**

(A) Reserved.

(B) Reserved.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not Accepted by the City due to substantial non-conformance with any specifications must be corrected or re-worked at no charge to the City. The City must provide Contractor prompt written notice of any such non-conformity within thirty (30) days following delivery of such Services, and Contractor shall have a reasonable period of time, based on the severity and complexity of the non-conformance, to correct the non-conformance so that the Services substantially conform to the specifications.

8. **Warranty.**

(A) Reserved.

(B) Reserved.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

(D) Except as provided in Attachment A, this section 8 is Contractor's only warranty concerning the Services, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, or otherwise.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City. Contractor shall have no authority to bind the City to any third-party agreement. Though the Services may include Contractor's advice and recommendations, all final hiring decisions shall be the responsibility of, and made by, the City.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All

requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.

13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Tracey Lawson
Human Resources Recruitment Manager
1201 Leopard Street, 2nd Floor, Corpus Christi, Texas 78401
Phone: (361) 826-3314
Fax: (361) 826-3322

IF TO CONTRACTOR:

Baker Tilly US, LLP
Attn: Chuck Rohre
Title: Director
Address: 2500 Dallas Parkway, Suite 300, Plano, Texas 75093
Phone: 972.748.0300
Fax: 214.452.1165

17. **CONTRACTOR SHALL FULLY INDEMNIFY AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL THIRD-PARTY LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF**

WHATEVER NATURE, CHARACTER, OR DESCRIPTION TO THE EXTENT RESULTING IN PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE, OR DEATH, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL REASONABLE CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

- (A) Each Party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
- (B) The terms of Sections 17 and 20 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of the City, Contractor or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.
- (C) Each Party accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within the applicable statute of limitations.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

(C) In the event that the City fails to comply with any material terms of this Agreement, including failure to pay any amounts required, the Contractor may give the City written notice of the breach and set out a 60-day cure period. If the City has not cured within the cure period, the Contractor may terminate this Agreement immediately thereafter.

19. Owner's Manual and Preventative Maintenance. Reserved.

20. Limitation of Liability. Except as provided in Section 17, each Party's maximum liability under this Agreement (including attorney's fees and all other costs) is limited to the total amount of compensation listed in Section 3 of this Agreement, provided, however, that Contractor's liability shall not be limited in any way to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Contractor relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either Party. In no event shall either Party be liable for incidental, consequential or special damages even if such Party has been made aware of the possibility of such damages.

21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

22. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the

operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.
- 26. Public Information Act Requirements.** Reserved.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.
- 28. Contractor Entity.** Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly

International Limited.

- 29. Confidential Information.** The Parties acknowledge that the City is a Texas governmental entity subject to the Texas Public Information Act (the "Act"). In the event that Contractor provides any information that it considers confidential or proprietary to the City under this Agreement ("Confidential Information"), the Contractor should clearly mark each page provided as "confidential" or "proprietary." Should City receive a request for disclosure of Confidential Information pursuant to the Act, City will promptly provide Contractor notice of such request so that Contractor may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to the disclosure of Information under the Act resides with Contractor. Should Contractor be unable to establish a valid exception from disclosure or exclusion from the Act, then City may release the information, solely to the extent necessary to comply with the Act.

[Signature Page to Follow]

CONTRACTOR

DocuSigned by:
Signature: Chuck Rohre
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Printed Name: Chuck Rohre
Title: Firm Director
Date: 2/26/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Interim Assistant Director of Contracts and Procurement
Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date
For City Attorney

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3334
Exhibit 2: Contractor's Bid/Proposal Response

Scope of Work

1. General Requirements

- A. The Contractor will develop a rich pool of qualified candidates for the selection of Executive level positions across City departments on an as needed basis. The Contractor shall be responsible for the entire process from assessing the City's needs to ensuring the selected candidate is successfully acclimated in the job. The Contractor shall be responsible for the development of recruitment materials, recruitment of candidates including background investigations, assistance in analyzing applications, and assistance in the interview and selection process. The Contractor shall have a successful track record working with local governments, and more specifically with the placement of Department Directors and Executive leaders in City Manager government structures.
- B. The objective is to provide open and fair recruitments that will attract a talented pool of qualified candidates with a proven background in City Leadership from diverse backgrounds throughout the United States. The Contractor will provide the City's search committee with multiple, qualified candidates for consideration for each individual recruitment as needed over the course of the contract.

2. Background

- A. The City of Corpus Christi is a coastal city located on the Southeastern coast of Texas on the Gulf of Mexico and is a full-service municipality governed by a Council-Manager form of government since 1945. It is the eighth largest city in Texas and the sixtieth largest city in the United States. Corpus Christi also has the fourth largest port in total tonnage in the nation. The City Council is the City's Legislative body and is composed of the Mayor, one Member from each of the five Districts, and three At-Large Members. The citizens elect each to a two-year term.
- B. The City has 34 departments and employs approximately 3,000 employees. Executive positions included under this contract will include but are not limited to Assistant Director, Deputy Director, Department Director, Executive Director, Assistant City Manager, Chief Financial Officer, Chief of Staff, City Manager, Fire Chief/Police Chief.

3. Scope of Work

A. The Contractor shall provide services including, but not limited to, those outlined below for each position that the City needs filled during the term of the contract:

1. Defining the position profile

- a. Extensively consult with the Human Resources Department, City Manager's Office, key staff, stakeholders and community members to determine the City's vision/mission, goals and objectives, needs and issues, requirements of the job, and to obtain information about the environment in which the position functions.
- b. Based on the above meetings, identify the preferred management style, personal traits, demonstrated performance criteria, and previous accomplishments of the successful candidate.
- c. Develop a professional recruitment brochure that will include information on the City, the department, challenges and issues, the position, and selection criteria.

2. Sourcing qualified candidates

- a. Place advertisements in professional journals, websites, newspapers, and diversity oriented specialty publications.
- b. Conduct referrals and cold sourcing.

3. Evaluating prospective candidates

- a. Develop a preliminary screening and progress report based on education, experience, technical knowledge, accomplishments, management style, personal traits, any other criteria included in the position profile.
- b. Include any issues/complaints/charges/litigation that are pending or are in the candidate's history.
- c. Meet with the City at times and locations designated by the City in order to provide progress reports on the numbers of semifinalist candidates and recommend a list of semifinalists.
- d. Provide the City with electronic copies of all resumes/applications received during this search.

4. Selection of finalists

- a. Conduct personal interviews of semifinalists (approximately 5-10).
- b. Conduct in-depth background screenings of the semifinalists including credit checks, criminal and civil histories, driving records, college degrees and other related professional certifications, internet character searches, and detailed and extensive reference checks of job performances,

management styles, personal traits and other any additional factors as they relate to this position.

- c. Present a report in a format to be specified by the City with recommendations of finalists to be interviewed by City staff and other selected panel members. The report shall include, but not be limited to:
 - i. Education, certifications, and experience information for each finalist
 - ii. Evaluation of each finalist's experience relative to selection criteria
 - iii. Summary of reference comments
 - iv. Statements demonstrating accomplishments and management styles
 - v. Present salary/compensation and salary expectations for each finalist.

5. Identification of top candidate

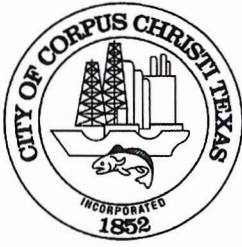
Facilitate interviews with finalists by the City Manager's Executive team or their designated group, key stakeholders, panels, town hall meetings and other groups and locations as designated by the City.

6. Selection of top candidate

Assist with any employment or compensation negotiations with the City once the top candidate has been identified, as required.

7. Additional requirements

- a. All recruiting costs associated with its work, including marketing, advertising fees, travel, lodging, meals, and any incidental costs for its employees shall be included in the contract pricing.
 - b. Coordinate and pay directly for all costs related to candidate travel, meals and lodging for interviews and seek reimbursement from the City based on approved City travel policies.
 - c. Provide the City with all materials related to the search in the amounts, at the times, and in the forms requested by the City.
- B. Guarantee the position for one year. If the selected candidate for which the Contractor is paid to conduct the executive search, leaves for any reason during the first 12 months of employment with the City, the Contractor shall immediately conduct a search for a replacement candidate. Within eight weeks of the request from the City for the replacement search, a slate of qualified candidates shall be submitted to the City. If the firm is unable to provide the candidates as stated above, the firm shall refund the fee paid by the City.
- C. Complete all the work required herein for each requested recruitment within 120 days of notification from Human Resources unless directed otherwise by the City.



CITY OF CORPUS CHRISTI
Pricing Form
CONTRACTS AND PROCUREMENT DEPARTMENT

RFP No. 3334
Recruitment Services

PAGE 1 OF 1

DATE: November 30, 2020

Baker Tilly US, LLP

PROPOSER

AUTHORIZED SIGNATURE

- 1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.**
- 2. Provide your best price for each item.**
- 3. In submitting this proposal, Proposer certifies that:**
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.0	Recruitment Services per Position	12	EA	\$24,500	\$24,500*

Total Price \$294,000.00

*Baker Tilly may consider a professional fee reduction by 10% for each subsequent executive recruitment, not to exceed 25% of the proposed cost on any single search during the subsequent 12-month period.

Professional fee

The all-inclusive professional fee includes the cost of professional services by the project team leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Baker Tilly is not responsible for candidates travel expenses, incurred because of travel to client location generally for on-site interviews. Clients generally handle these matters directly with applicant.

Feel free to direct all questions regarding the professional fees and project-related expenses to Edward Williams via email at edward.williams@bakertilly.com or via phone at (214) 608 6363.

Phase	Description of Professional Services	Fee
Phase I	Task 1 Project kickoff; candidate profile; development of marketing, recruitment and outreach strategy (includes one day virtual or in person project team leader consultation with elected officials, hiring authorities or designee)	
	Task 2 Acknowledge applications and begin reviewing and classification of all applicants	
	Task 3 Develop and assign Due Diligence Questionnaire, Applicant Questionnaire, One-Way Video Interview questions (customized to each search); review responses; prepare electronic Semi-Finalist Report for client evaluation and selection of potential finalists (includes one day virtual or in person project team leader consultation with elected officials, hiring authorities or designee)	
Phase II	Task 4 Secure up to eight references; conduct background check that includes, but is not limited to consumer credit, bankruptcy, city/county (criminal), state district superior court, city/county (civil litigation), state district Superior court (civil litigation), judgments/tax liens, federal district (criminal), motor vehicle driving record, federal district (civil litigation), academic credentials verification, professional certification verification, social security, sex offender registry, etc.; administer leadership/management assessment, Finalist Report, (resumes, cover letter, Due Diligence Questionnaire, Candidate Questionnaire Response, Reference Report, media presence and social media check report)	
Phase III	Task 5 Interview process preparation, invitations, technical support, suggested interview questions; final process/on-site interviews with finalists (includes two days on site or virtual assistance by project team leader)	
Conclusion	Assistance and technical support for total rewards (salary and benefits), employment offer negotiation, offer and acceptance by finalist	
TOTAL ALL-INCLUSIVE PROFESSIONAL FEE		\$24,500*

* Baker Tilly may consider a professional fee reduction by 10% for each *subsequent executive recruitment, not to exceed 25% of the proposed cost on any single search during the subsequent 12-month period.*

Optional Services for Consideration	Fee
At your request, Baker Tilly can conduct a web-based community survey to help your organization identify key issues or priorities that your organization may consider as you launch an executive search. Depending on your need, we administer the survey, which your residents, community leaders, employees or designated key stakeholders may complete. Please note that this type of survey may alter the overall project timeline.	\$1,650
On rare occasions, a client desires the delivery of additional search related services from the Baker Tilly executive search team. Services not included in the proposed scope of services include additional visits by the search consultant to the organization. Baker Tilly will bill a client at an hourly rate of \$220, plus expenses for additional work specifically requested by an organization that is outside of the scope of this proposed project or as described in the proposed search scope. Prior to beginning said services, Baker Tilly will prepare and submit a written explanation of the additional services requested and the estimated number of hours required prior to commencing any additional services.	\$220 per hour plus expenses

Triple guarantee

We define the success of a smooth, seamless, effective and responsive executive recruitment that culminates with the hiring of an accomplished executive who matches the profile we developed to this end. We further define success by the identification and presentation of an acceptable number of well-qualified applicants for the City to interview.

While we believe in the overall success of our process, we also recognize that unusual circumstances will invariably emerge. This is why we offer a tri-fold, industry leading triple guarantee.

1. First, we commit to remain with each recruitment until you have identified a finalist and made an appointment for the fees and tasks quoted in this proposal. In the event you are unable reach an employment agreement with one of the individuals presented as finalists, Baker Tilly will identify and present a second supplemental group of qualified applicants for you to consider until you find a finalist.
2. Second, we guarantee your executive recruitment for 12 months against separation (voluntary or involuntary), which means that if you end the employment relationship (with or without cause) or the finalist resigns (for any reason) we will repeat the executive search at no additional professional fee, but will include project-related expenses. *Please note that candidates appointed from within your organization do not qualify for this guarantee. Furthermore, this guarantee is subject to further limitations and restrictions of your state laws.*
3. Baker Tilly will not directly solicit any candidates selected under this agreement, for any other positions, while the candidate remains in your employ.

ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

No insurance or bonds are required; therefore, Service Agreement Section 5(A) and (B) is hereby void.

ATTACHMENT D: WARRANTY REQUIREMENTS

No product warranty is required: therefore, Service Agreement Section 8(A) and (B) are hereby void.