

ITN #56-001

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into on as of the date fully entered below (the "Effective Date"), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** ("FIU") and **HELBLING & ASSOCIATES, INC.**, a PENNSYLVANIA corporation, whose address is 8000 Brooktree Rd, Suite 100, Wexford, Pennsylvania 15090, who is authorized to do business in the State of Florida (the "Contractor").

RECITALS

WHEREAS, FIU requested solicitation responses for Competitive Solicitation ITN No.56-001 ("ITN #56-001") to provide the following goods and/or services: Search Firm services (the "Services");

WHEREAS, the Contractor submitted a solicitation response for ITN #56-001 to perform the Services ("Contractor's Solicitation Response"), which was accepted by FIU.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term.** This Contract commences on the Effective Date and will continue for an initial term of three (3) years (the "Initial Term") and may be renewed in writing by the parties for two (2) additional, two (2) year term(s) (each, a "Renewal Term"). The Initial Term and the Renewal Term(s) shall be known, collectively, as the "Term."

2. **Contract.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: the Competitive Solicitation for ITN #56-001 (including Addendum 1), attached hereto as Exhibit I and incorporated herein by reference; the Contractor's Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and the Contractor's Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference. In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence: first, this Contract; second, Exhibit I (the Competitive Solicitation for ITN #56-001, including Addendum 1); third, Exhibit III (the Contractor's Best and Final Offer); and fourth, Exhibit II (the Contractor's Solicitation Response).

3. **Payment.** The Contractor shall provide the Services to FIU pursuant to the pricing set forth in Exhibit III. The Contractor shall submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. FIU will make payment in accordance with FIU Regulation FIU-2202, which states the Contractor's rights as a vendor and FIU's responsibilities concerning interest penalties and time limits for payment of invoices. Upon receipt, FIU has five (5) business days to inspect and approve the goods or services. If a payment is not issued within **forty (40) days of receipt** of a proper invoice and receipt and inspection and approval of the goods and services, FIU will pay to the Contractor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida

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Statutes §55.03(1), provided the interest penalty is in excess of one dollar (\$1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from FIU. The Vendor Ombudsman may be contacted at (305) 348-2101.

The Contractor shall cooperate with FIU and provide specific records and/or access to all of the Contractor's records related to the Contract for purposes of conducting an audit or investigation. FIU will provide Contractor with reasonable notice of the need for such records or access.

4. **Assignment/Modification of Contract.** This Contract may not be assigned or modified by either party except as agreed to in writing and signed by both parties. The Contract shall be binding upon the parties' successors and assigns.

5. **Sovereign Immunity.** Nothing in this Contract shall be construed as an indemnification of the Contractor by FIU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

6. **Governing Law; Venue.** This Contract is governed by the laws of the State of Florida and exclusive venue of any actions arising out of this Contract shall be in the courts in Miami-Dade County, Florida.

7. **Relationship of the Parties.** The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives shall be considered FIU's employees or agents. The Contractor shall not use FIU's name, trademarks, logos, or marks without FIU's prior written approval. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of the Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of the Contractor fulfilling the Contractor's obligations under the Contract.

8. **Compliance with Public Records Law.** FIU is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and FIU will respond to such public records request without any duty to give the Contractor prior notice. If Contractor is a "contractor" as defined under Section 119.0701, Florida Statutes, Contractor shall comply with all applicable public records laws. Specifically, Contractor shall: (1) keep and maintain public records required by FIU to perform the service; (2) Upon request from FIU's custodian of public records, provide FIU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does

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not transfer the records to FIU; and (4) upon completion of the contract, transfer, at no cost, to FIU all public records in possession of Contractor or keep and maintain public records required by FIU to perform the Service. If Contractor transfers all public records to FIU upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FIU, upon request by FIU's public records custodian, in a format that is compatible with FIU's information technology systems. If FIU receives a request for public records, and FIU does not possess such records, FIU shall immediately notify Contractor of such request, and Contractor must provide them to FIU or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with the request for records, FIU shall enforce the terms of the contract, and Contractor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. FIU may unilaterally cancel the Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY EMAIL AT rose.nicholson@fiu.edu, OR BY MAIL AT 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.**

9. **Annual Appropriations.** FIU's performance and obligation to pay under the Contract is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such Contract for the current and future periods. FIU will give notice to the Contractor of the non-availability of funds when FIU has knowledge thereof. Upon receipt of such notice by Contractor, Contractor is entitled to payment only for those services performed and accepted by FIU prior to the date such notice is received.

10. **Taxes.** FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

11. **Travel Expenses.** Contractor shall not charge FIU for any travel expenses, meals, and lodging unless otherwise provided in this Contract and FIU's prior written approval of the expenses has been obtained. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by FIU, but only to the extent permitted in Florida Statutes § 112.061 and the FIU Policy 1110.060 Travel: University Travel Expense Policy, which is available at http://policies.fiu.edu/record_profile.php?id=548&s=travel. Contractor is responsible for any expenses in excess of these prescribed amounts.

12. **Force Majeure.** No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquakes; hurricanes; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. **Indemnification.** The Contractor is responsible for its performance under the Contract. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, FIU and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the FIU premises in performance of the Contract. This provision shall survive termination or expiration of the Contract.

14. **Trademark or Copyright Infringement.** Contractor will, at its expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by settlement or final judgment of a court that is based on a claim that the use of the Contractor's product infringes a trademark or copyright of a third party; provided that FIU notifies Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that Contractor is permitted to control the defense in any litigation or settlement of the suit. FIU will provide reasonable cooperation in the defense of the suit at Contractor's expense. Such defense and indemnity shall survive termination or expiration of the Contract.

15. **Confidentiality of Information.** The Contractor acknowledges and agrees that (a) all documents, studies, materials and information furnished to the Contractor by FIU or FIU's affiliates in connection with this Contract and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for FIU in connection with this Contract or which reflect any of the documents, studies, materials or information furnished to the Contractor by FIU (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of FIU. The Contractor agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to the Contractor's performance under this Contract, and the Contractor shall at all times comply with all state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information. The Contractor shall not disclose Information to third parties unless it obtains FIU's written consent to such disclosure.

In the event the Contractor is required by subpoena or other judicial or administrative process or by law to disclose such records, the Contractor shall (i) provide FIU with prompt notice

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thereof; (ii) consult with FIU on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and (v) reasonably cooperate with FIU in any attempt that FIU may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this Contract or upon request by FIU, the Contractor shall promptly return the Information to FIU. Notwithstanding the foregoing, if FIU will share or provide access to protected health information or "PHI" to FIU for the Contractor to perform this Contract, FIU and the Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Contract regarding the PHI (in lieu of this provision). This provision shall survive the termination or expiration of this Contract.

16. **Lobbying.** Contractor is prohibited from using funds provided under this Contract for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

17. **Termination for Cause.** Either party may terminate this Contract for cause by giving the other party thirty (30) calendar-days written notice setting forth with specificity the basis for the termination of the Contract for cause. For purposes of this Contract, "cause" shall mean the failure by either party to: (i) provide the goods or perform the services within the time specified in this Contract; or (ii) adhere to any terms of this Contract.

18. **Notice.** Any notices required under this Contract shall be sent via U.S. Mail, return receipt requested, to the parties at the following addresses:

Notices to Contractor:

Mr. Wesley R. Miller
Managing Director
Helbling & Associates, Inc.
8000 Brooktree Road, Suite 100
Wexford, PA 15090

Notices to FIU:

Purchasing Director
FIU- Purchasing Services Department
Campus Support Complex, CSC 411
11200 S.W. 8th Street
Miami, Florida 33199

With copy to:

Ms. Tracy L. Boczkowski
Managing Director
Helbling & Associates, Inc.
8000 Brooktree Road, Suite 100
Wexford, PA 15090

With copy to:

Florida International University
Office of the General Counsel
Modesto A. Maidique Campus
11200 S.W. 8th Street, PC 511
Miami, Florida 33199

19. **Termination without Cause.** FIU may terminate this Agreement by giving Contractor at least ninety (90) days prior written notice of termination. FIU shall only be liable for payment of goods received and/or services rendered and accepted by FIU prior to the effective date of termination.

20. **No counterparts; facsimile signatures allowed.** This Contract may not be executed in counterparts. The Contract, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimile signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

21. **Compliance with Laws.** In the performance of this Contract, Contractor shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times during the Term maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Contract.

22. **Clarifications/negotiated points (if any) are:** Please see the exceptions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.


FTN #56-001

IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date first written above.

FOR THE CONTRACTOR:

HELBLING & ASSOCIATES, INC.


BY:

 MANAGING DIRECTOR
NAME & TITLE:

DATE: 7/7/2016

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

BY: 
NAME & TITLE: Dr. Jaffus Hardrick
Vice President of Human Resources

DATE: 7/21/16

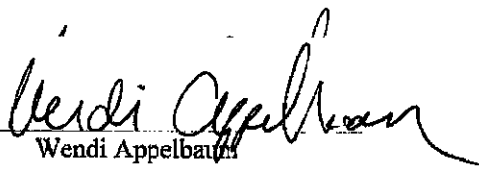
By: 
Wendi Appelbaum
Assistant General Counsel

EXHIBIT I

SUBMIT RESPONSE TO: FLORIDA INTERNATIONAL UNIVERSITY PURCHASING SERVICES MODESTO A. MAIDIQUE CAMPUS 11200 SW 8 th Street CAMPUS SUPPORT COMPLEX – CSC 411 MIAMI, FL 33199 (305) 348-2161	INVITATION TO NEGOTIATE COVER DOCUMENT ("Solicitation") ITN No. 56-001
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RESPONSE OPENING (Date and Time): December 17, 2015 @ 2:00PM EST	SOLICITATION TITLE: <i>Search Firms</i>
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Please refer to the above address for Response opening location

POSTING OF BID TABULATION AND NOTICES

The bid tabulation and notices of a decision or intended decision and recommended award related to this Competitive Solicitation will be posted at the Florida International University Purchasing website- <http://finance.fiu.edu/purchasing> and will remain posted for a period of 72 hours. Failure to file a protest in accordance with Florida Board of Governors' ("BOG") regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003, shall constitute a waiver of protest proceedings.

PURCHASING REPRESENTATIVE	<i>Chandra Nix, Procurement Manager</i>
VENDOR'S LEGAL NAME	
VENDOR'S MAILING ADDRESS	
VENDOR'S CITY, STATE, ZIP	
VENDOR'S WEB ADDRESS	
VENDOR'S E-MAIL ADDRESS	
VENDOR'S FACSIMILE	
VENDOR'S TELEPHONE NUMBER	
VENDOR'S TOLL FREE NUMBER	

By signing this document, I certify that this solicitation response ("response") is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this competitive solicitation and certify that I am authorized to sign this solicitation response for the Vendor and that the Vendor is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements. In submitting a solicitation response to the University, the Vendor offers and agrees that if the solicitation response is accepted, the Vendor will convey, sell, assign, or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the Vendor.

<hr/> AUTHORIZED SIGNATURE (MANUAL)
<hr/> PRINT NAME AND TITLE
<hr/> DATE SIGNED



**FLORIDA
INTERNATIONAL
UNIVERSITY**

**FLORIDA INTERNATIONAL UNIVERSITY
COMPETITIVE SOLICITATION NUMBER: ITN 56-001**

**FOR
Search Firms**

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Attached is Appendix V Sample Addendum.

1.0 OVERVIEW

1.1 Statement of Objective

This is a competitive solicitation for consulting services to enable the Florida International University Board of Trustees (FIU) to enter into a contract with multiple vendors to assist with providing candidates for open positions in a Higher-Education environment. The purpose of establishing multiple agreements is so that University departments will have the opportunity to evaluate resulting Agreements for each qualified firm and select the firm that best suits its needs. The initial term of the contract will be for three (3) years, and the University will have the option to renew for two (2) additional, two (2) year terms. Renewals are not automatic. Successful Vendor(s) performance is expected to begin on the effective date the agreement which is the last date signed by either party.

This contract will enable the State of Florida's State University System (SUS), to obtain the services of qualified and experienced Vendors. **All references to FIU or the Florida International University shall be considered to mean any or all of the SUS Universities in the Florida SUS system.** The Successful Vendor(s) will be able to provide the services as required by any of the Universities. The SUS spend for the period from July 1, 2013 through June 30, 2015 has been approximately **\$4.4M**, for search firm services. The utilization of the contract will not be required exclusively. Firms selected for award will be placed in a pool for search services on an as-needed basis. This contract is not a guarantee of work.

1.2 Calendar of Events

Unless otherwise revised by an Addendum to this competitive solicitation, the dates and times by which stated actions will be taken or completed are listed below. If FIU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this competitive solicitation which will be posted on the Website. All times listed are Eastern Standard Time (EST).

Date/Time	Action
11/23/2015	Competitive solicitation advertised and released.
12/02/2015	Last Day for FIU to receive communications and/or inquiries from Vendors regarding the competitive solicitation via email to Authorized FIU Representative at nixc@fiu.edu before 2:00 pm (" Inquiry Deadline Date ").
12/9/2015	FIU will respond to inquiries and requests for clarifications by posting an Addendum on the Website.
12/17/2015	Deadline for FIU to receive solicitation responses from Vendors at 2:00 p.m. (" Solicitation Response Due Date ") and solicitation response opening at 2:00 p.m. (<i>Note: Any solicitation responses received after the Solicitation Response Due Date and time shall be deemed non-responsive.</i>)

The Purchasing Department will post notice of changes to any of the above dates, and will provide advance notice of any pre-proposal meetings and evaluation committee meetings related to this competitive solicitation by posting the information on the FIU Purchasing Services Department’s Website at <http://finance.fiu.edu/purchasing> (“the Website”). Vendor is solely responsible for checking the Website periodically in order to verify whether any changes have been made to the Calendar or whether any meetings are scheduled to take place. FIU reserves the sole discretion over the conduct of any meetings and the extent, if any, that those attending may participate in such meetings.

1.3 Scope of Work and Deliverables

The Successful Vendor’s performance of the Services shall be in accordance with the following items listed below:

1. Provide assistance to Florida International University in the recruitment, selection and placement of individuals of superior qualifications in categories that may include the following in Table 1 below:

Table 1

<u>Search Categories</u>
Intercollegiate Athletics
Higher Education Senior Level
Academic Senior Level
Museum
Development/Fundraising/Foundation
Information Technology
Physician/Medical/Healthcare/Nursing
Financial/Business Finance/Accounting
Human Resources
Legal
Facilities/Construction/Engineering
Public Relations/Marketing/Governmental Affairs
Sciences
Arts

2. The Services to be provided by Contractor for these Engagements may include, but are not limited to the following: meeting with FIU to gather information; collaborating with FIU to develop an overall search plan of action, timeline and recruitment materials; and designing an interview and selection process; assisting in creation or updates to the Position profiles; assisting in determining how to advertise the Position and assisting with placement of the advertisements; actively recruiting applicants, screening applicants; tracking and managing prospect and candidate information throughout the search process, comparing potential candidates; assisting FIU in conducting background checks and

coordinating reference checks on selected candidates; providing technical, administrative, and logistical support for the search and interview process, site visits, final selection, contract negotiations, transition considerations, and follow-up; and collaborating with FIU throughout the search; and any other services as described in the Agreement. The University is requesting assistance from search firms to augment search efforts for direct hires.

3. Provide documented expertise and significant value in recruiting senior-level executive management positions in or for higher education, medical center leadership, and physician specialties.
4. Provide searches with utmost sensitivity in these highly visible and closely monitored positions.
5. Ability to establish partnerships and clarify expectations with University search committees and Human Resources. Collaborate with the University in developing an overall search plan of action, timeline, recruitment materials and design interviews and selection process. The selected search firm(s) will use its network to establish direct contact with a highly selective and diverse list of college and university officials in appropriate positions and other similarly situated individuals in private industry and the not-for-profit sector. The consulting firm will also establish contact with individuals in its data bank and will communicate with other professionals, committees and organizations in the professional area at issue.
6. Provide assistance in preparation and submission of advertisements for higher education and healthcare publications.
7. Provide highly qualified candidates regardless of gender, ethnicity, and age.
8. Ability to ensure that during the interview process, candidates feel the University's process remains confidential and sensitive.
9. Coordinate candidate flights and any other travel arrangements.
10. Conduct Employment Searches in Compliance with the Office of Federal Contract Compliance Regulations. The Selected Firms agree to conduct all employment searches pursuant to this ITN in accordance with the Office of Federal Contract Compliance regulations. For each position for which an employment search is conducted, the Selected Firms will compile applicant demographic and disposition information ("information") for each applicant who meets the Office of Federal Contract Compliance Definition of an Internet Applicant and will maintain this information in a Microsoft Excel file ("record"). The record will include, at a minimum, Applicant Number or Name, Gender, Race and Ethnic Identification (Based on EEO reporting category definitions), Applicant Status, and Working Title of the position for each applicant. Applicants must be requested to self-identify their gender and race and ethnic identification.

11. When services are needed, the University will contact one or more of the firms from the pool under the contract for the applicable area of expertise before assigning a particular search. Final assignment will be via Contract Addendum (**See Appendix V – Sample Addendum**), outlining the scope of services, agreed upon fees, and timetable for the particular search. Being part of the pool is not a Guarantee of Work.
12. Once the potential candidates have been identified, the consultant shall conduct candidate evaluations based upon the candidate’s resume and a screening telephone call to ascertain interest, salary requirement and potential match with requirements.
13. The Selected Firms further agree to provide the University with an electronic copy of the record for each employment search within ten business days of the termination of the employment search. The Selected Firms will maintain all records for any employment search resulting in a hire for a period of three years.

All goods and services proposed must meet or exceed the specifications as of the date the Competitive Solicitation Responses are due, unless specifically stated as otherwise in the Competitive Solicitation documents.

1.4 Solicitation Response

Each Vendor shall organize its solicitation response to provide the following information in order to assist FIU in the selection, evaluation and award process.

- Tab 1 - **Appendix I** Conditions and Requirements, completed and signed, along with Vendor’s and any specific requests for changes to terms and conditions, if any.

The Vendor must initial the designated items, in **APPENDIX I**, indicating that the Vendor understands and agrees to the terms and conditions as provided in this competitive solicitation. **If the Vendor wants to request additional language or specific changes to the terms and conditions, Vendor must specifically do so in Vendor’s solicitation response and include such requests with APPENDIX I. Requests for additional language or requests for revisions to language in this ITN document must be included in their entirety as part of Vendor’s solicitation response under Tab 1 for consideration by FIU. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms FIU will need to fill out, prepare or submit to Vendor if awarded the contract must be included in Vendors’ solicitation response.**

Please be advised that FIU, as a State university, must adhere to applicable laws and regulations and therefore certain terms and conditions may not be altered.

- Tab 2 - Contact information, including name(s), title(s), email address(es), mailing address(es) and phone number(s) for the individual(s) responsible for Vendor’s proposal and negotiation during this process. As well as contact information for the

individual(s) who should receive any notices related to this contract if awarded to Vendor.

Tab 3 - Corporate Governance Documents, including Vendor's W9 form and Vendor application, available on the FIU Purchasing website at http://finance.fiu.edu/purchasing/2vendor_forms.html, and a Certificate of Good Standing from Vendor's State of Incorporation, if other than Florida.

Tab 4 - **Vendor Experience and Qualifications**

- a. Company Established
- b. The history of the firm, including a listing of principals and firm locations. Include the names of companies that have been incorporated into your firm. Relevant dates should be included as well.
- c. President/Company Executive Officer
- d. Describe your firm's experience conducting searches in higher education or healthcare. Describe experience in any specialty areas where you believe your firm has unique expertise, including but not limited to Intercollegiate Athletics, Museums, Development/Fundraising/Foundation, Information Technology, Financial/Business Finance/Accounting, Human Resources, Legal, Facilities/Construction/Engineering, Public Relations/Marketing/Governmental Affairs, Sciences, and/or the Arts.
- e. Provide the qualifications of senior professionals in your firm that are likely to be assigned to University searches. Define who will be primarily responsible and have final authority over decisions made in the search of candidates.
- f. Provide an organizational chart with lines of authority for those individuals that will be directly involved in this contract.
- g. Provide at least four references where similar Services to institutions of higher education or healthcare have been provided within the past four years. Include the name of the firm/organization, date of last search closure, the complete mailing address, and the name, telephone number and email address of the contact person.
- h. Provide a list of successful filled positions in the past four years, including the client name, contact information and position(s) filled.

Tab 5 - **Search Process.**

- a. Describe the firm's search process, including the level and type of participation by the principals/partners. Indicate how you would propose to conduct an effective, timely national search for senior and mid-level administrators and academics at the University. Indicate how your firm would propose to conduct an effective, timely national search for the specialty positions noted. Include a model timeline. Lastly, discuss your methodology in searching for 'hard-to-fill' senior and mid-level positions.
- b. State firm's capabilities in providing assistance during the interview process. Examples of assistance to include but not be limited to: assistance with correspondence between applicants, nominators and nominees, and coordinate interviews of internal and external prospects and the University. Provide a

- University dedicated website with password protection so that resumes are available to search committees at all times.
- c. Describe in detail the process by which your company verifies all education degrees of candidates. Provide detail on coordination of obtaining credit/financial background check and litigation background check.
 - d. Describe how firm handles candidate reference checks.
 - e. State the firm's internal screening methodology that produces the most viable candidates (video conference/in person/telephone, etc.). Provide examples of external screening tools in providing possible past controversies with which a candidate has been associated.
 - f. Provide to the University a salary comparison of the position among peer institutions early in the process.
 - g. Develop and provide the University a timeline for each candidate from search initiation and establishment of expectations through candidate selection, negotiation, and search completion. The timeline should include milestones, activities and deliverables along the interviewing process.
 - h. Provide a full list of successful recruiting conclusions and resulting positions by title and institution of higher education or healthcare including any successful positions among the specialty fields noted.
 - i. Describe how the firm complies with the Final Rule for Section 503 of the Rehabilitation Act

Tab 6 - **Financial Proposal**

- a. What is your firm's proposed fee for providing the Services? Innovation in fee proposals may set your firm apart from the competition.
 - Would firm consider a fixed fee regardless of the final compensation provided to the successful candidate?
 - Another possible option among others would be to propose a sliding scale, fixed price fee schedule based on final salary package.
 - What expenses are billed to the client?
 - Will there be any mark-up on expenses?
 - Describe in detail the expenses for which it would seek reimbursement.
- b. Vendor should include a fee structure and terms, including provisions for the following:
 - State the fee structure for a successful candidate's voluntary or involuntary termination within the first year of employment.
 - The University's early termination of a search prior to position being filled.
 - Vendor's procedures for a failed search where the firm is unable to provide an adequate pool of candidates.
 - Vendors should provide any price incentive packages for example multiple searches, etc.
 - Vendors should provide fee schedule for all services requested.
- c. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.

- d. Describe how the University will benefit from cost savings by accepting the firm's proposal.
- e. What are the firm's payment terms? The Successful Vendor may indicate payment terms of less than 40 days so long as those terms also contain a cash discount for early payment. For example: "5% 15/Net 40" would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The University will take the cash discount if payment is made within the specified time frame. Unless alternate payment terms, with cash discounts, are proposed by the Successful Vendor(s), invoices submitted to the University by the Successful Vendor(s) will be paid on a Net 40 days after receipt and approval of the corresponding invoice.
- f. State the firm's capability for accepting electronic payments through Automated Clearing House (ACH) and/or purchasing card, SUA and provide any additional discounts that may result from paying electronically.
- g. Disclose any other fees that may be incurred by the university.

Tab 8 - The completed and signed competitive solicitation cover document, along with completed and signed Addendum Acknowledgement Forms, if any. The Vendor shall complete, sign and date the cover document, but shall not alter the language provided in this competitive solicitation document or the Addendum(a) in any way; any such alterations are void.

Tab 9 - Information regarding alternate brands or equivalent products being offered by Vendor, if any.

Tab 10- Information regarding subcontractors (list of subcontractors with services to be provided by each and amount Vendor will pay to each; Vendor's certification that subcontractors are appropriately licensed and registered with the State of Florida).

Tab 11 - **Appendix II**, completed, signed and dated.

Tab 12 - If applicable, **Appendix IV** - Affidavit of Trade Secret Certification completed and signed by a high level officer of the Vendor as to applicable trade secrets contained in the Vendor's documents; Vendor must segregate and clearly mark all documents certified in Appendix IV and include such documents in this section (tab) of Vendor's proposal.

Tab 13 - **Insurance** - letter or certificate from Vendor's insurer.

Tab 14 - Vendor's Services and Warranties, if applicable.

Tab 15- Disclosures regarding: (a) Vendor employees having employment relationship with FIU, State of Florida or any Florida State Agencies AND/OR (b) any FIU

or State employee(s) owning an interest of 5% or more of Vendor's company or its affiliates or branches.

Tab 16- Additional information requested in the competitive solicitation and/or addenda, if applicable.

Tab 17- Additional pertinent information Vendor would like to provide.

1.5 Evaluation Points

The evaluation criteria and points are provided below.

Table A –

Criteria	Max Points
Vendor Experience and Qualifications	45
Search Process	35
Financial Proposal	20
Evaluation of Solicitation Responses Point Total	100

1.5.1 Evaluation Criteria

1.5.1.2 Vendor Experience and Qualifications

Vendor's proposal should show evidence that they have the qualifications and experience to perform the scope of services and deliverables outlined in this ITN. The area(s) of expertise for which your firm is proposing to provide services in **Section 1.3 item#1, Table 1. Search Categories** of this ITN document. Proposals will be evaluated base on the information provided in **Section 1.4, Tab 4 Vendor Experience** as it relates the **Scope of Services and Deliverables** outlined in **Section 1.2 of the ITN document**.

1.5.1.3 Search Process

A detailed description of your firm's philosophy and approach in conducting searches outlined in **Section 1.4, Tab 5 Search Process**.

1.5.1.4 Financial Proposal

Vendor should provide clear answers to the questions provided in **Section 1.4, Tab 6 Financial Proposal**. Vendor should provide a fee schedule that outlines all services requested.

1.6 Definitions

“**Authorized FIU Representative**” means the FIU Purchasing representative assigned to handle all Vendor communications related to this competitive solicitation. (See Section 2.1)

“**Contract**” means the formal bilateral agreement signed by the representatives of FIU and the Successful Vendor which will incorporate this competitive solicitation, including those terms and conditions in **Appendix III**, and the Vendor’s solicitation response.

“**Successful Vendor**” or “**Contractor**” means a firm or individual who is awarded a contract under this competitive solicitation.

“**Vendor**” means a proposer who submits a timely solicitation response to this competitive solicitation.

“**Direct Costs**” includes fees associated with travel, report reproduction, copying and supplies, research, phone/video/telecommunications, out-of-pocket expenses, and express mail.

“**Indirect Costs**” includes fees associated with candidate’s travel expenses (with evidence of receipts), advertising, background checks, and subscription fees for advertising.

“**Employment Date**” means the date upon which the hired employee begins work with FIU.

“**Website**” means the FIU Purchasing Services Department’s website at <http://finance.fiu.edu/purchasing>.

The words “**shall**”, “**must**”, or “**will**” are equivalent and indicate mandatory requirements or conditions, FIU will not waive Vendor’s material deviation from any of the mandatory requirements.

The words “**should**” or “**may**” are equivalent and indicate very desirable conditions or requirements. Vendor’s deviation from any such desirable conditions or requirements may result in Vendor’s solicitation response being considered as not being in FIU’s best interest.

1.7 FIU Environment

Florida International University is a public, research institution with a student body of nearly 55,000. The university operates two main campuses in Miami-Dade County—namely the Modesto Maidique Campus (MMC) and the Biscayne Bay Campus (BBC). Additionally, FIU also has various other locations which include the Engineering Center, near MMC; the FIU at I-75 in Miramar; the business center in Downtown Brickell; and the Miami Beach Urban Studios (MBUS) on South Beach. For students seeking to learn abroad, the Marriot Tianjin China Program teaches hospitality and tourism management from a center in one of China’s largest cities. In addition to our campuses, FIU operates vital research and cultural centers in South Florida such as the Aquarius undersea research program, The Jewish Museum of Florida-FIU and the Wolfsonian FIU art and history museum in Miami Beach.

The main campus, Modesto A. Maidique Campus, is located in West Dade and occupies 342 acres of land which contributes to the pleasant collegiate atmosphere encompassing an environmental preserve, library, residence halls, sports arena and other wonderful attributes. Biscayne Bay Campus, located on 200 acres on Biscayne Bay, is the hub for FIU's community outreach effort. The Wolfsonian museum uses objects to illustrate the persuasive power of art and design, to explore what it means to be modern, and to tell the story of social, historical, and technological changes that have transformed our world. The Brickell Center houses the College of Business Administration which offers accelerated graduate programs designed specifically to meet the needs and schedules of today's working professionals. The School of International & Public Affairs in the Metropolitan Center focuses on economic development, planning, performance improvement and policy solutions to public, private and non-profit organizations in South Florida. The Lincoln Road Center houses a design studio for 70 graduate students in architecture, interior design, and landscape architecture, a gallery with exhibition and performance space as well as studio space for graduate visual arts students, music practice rooms and an ensemble room that will enhance the College's collaboration with the nearby New World Symphony, and the College of Architecture + The Arts' new Office of Engaged Scholarship and Creative Activities, whose mission will be to use design, visual, performing, and communication arts to engage with the community in collaborative problem-solving. The FIU Center for Engineering and Applied Sciences is a 38-acre urban research and training complex, located on the corner of N.W. 107th Avenue and Flagler Street in West Dade. The building consists of 180,000 usable square feet, housing approximately 500 employees and numerous classes and research labs. The FIU Broward Pines Center is part of an innovative educational complex that offers non-traditional undergraduate and graduate students a distinctive higher educational experience. The structure of the programs offered at the Center has successfully made the lives of working adults easier by scheduling class-time around working hours. Evening and weekend courses, as well as fast-track programs are available to accommodate non-traditional adult students who lead busy lifestyles. We currently have an alumni base of over 180,000 represented in every state and in more than 30 countries around the world.

2.0 PROCESS

2.1 Authorized FIU Representative/ Vendor's Submission of Solicitation Response

The Authorized FIU Representative for this competitive solicitation is:

Chandra Nix, Procurement Manager
FLORIDA INTERNATIONAL UNIVERSITY
MODESTO A. MAIDIQUE CAMPUS
PURCHASING SERVICES DEPARTMENT
CAMPUS SUPPORT COMPLEX – CSC 411
11200 S.W. 8th Street
MIAMI, FLORIDA 33199
EMAIL: NIXC@FIU.EDU

Vendor must submit its sealed solicitation response to the Authorized FIU Representative at the address stated immediately above.

Only those communications that are in writing from the Authorized FIU Representative shall be considered as duly authorized expressions on behalf of FIU.

2.2 Vendor Communications and/or Inquiries

The Vendor shall review this competitive solicitation in its entirety to determine whether FIU's objective, scope of services, conditions and requirements are clearly stated. If Vendor has any questions regarding this competitive solicitation, Vendor must submit such inquiries and requests for clarification via email only to the Authorized FIU Representative at NIXC@FIU.EDU. The Vendor's inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Vendor.

FIU will consider only those communications and/or inquiries submitted via email and received by the Authorized FIU Representative on or before the Inquiry Deadline Date specified in **Section 1.2, "Calendar of Events"**. Unless the Authorized FIU Representative specifically requests Vendor to provide additional communications, FIU will not accept or consider any of Vendor's written or other communications and/or inquiries (except solicitation response) received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent FIU determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification, FIU's response will be made in an addendum to this competitive solicitation and posted on the Website.

FIU will consider the Vendor's failure to communicate inquiries, or request clarifications by the Inquiry Deadline Date to constitute the Vendor's acceptance of all of the conditions and requirements as stated in the competitive solicitation documents.

2.3 Restricted Vendor Communications

From the date of issuance of this competitive solicitation until FIU takes final agency action, the Vendor must not communicate with any FIU employees, Evaluation Committee members or FIU representatives regarding this competitive solicitation or Vendor's solicitation response except as provided herein or as expressly requested by the Authorized FIU Representative. Violation of this restriction may result in rejection of the Vendor's solicitation response.

2.4 Addenda

Purchasing Services will post any Addenda to this competitive solicitation along with Addenda Acknowledgment Forms on the Website. The Vendor's authorized representative must sign and date the Addenda Acknowledgment Form(s), if any, and include the form(s) in the Vendor's solicitation response. All vendors, including known interested vendors, are solely responsible for checking the Website periodically to verify whether any such Addenda and forms were issued.

2.5 Protests

Any Vendor/interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who

wants to protest such specifications, decision, or intended decision shall file a protest in compliance the Florida Board of Governors' regulations. Failure to file a protest in accordance with Florida Board of Governors' regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

2.6 Delivery and Labeling of Sealed Solicitation Response

Vendor's solicitation response to this competitive solicitation shall be prepared in accordance with **Section 1.4, "Solicitation Response"**. Vendor's sealed solicitation response must be received by the Authorized FIU Representative on or before the Solicitation Response Due Date and time specified in **Section 1.2, "Calendar of Events"** at Florida International University, Modesto A. Maidique Campus, Purchasing Services Department, Campus Support Complex, CSC 411, 11200 S.W. 8th Street, Miami, Florida 33199 according to the time clock in FIU's Purchasing Services Department. Vendor may not submit its solicitation response, or amendments to its solicitation response via telephone, facsimile, electronic mail, or telegraph.

If the Vendor elects to mail in its solicitation response package, the Vendor must allow sufficient time to ensure the Authorized FIU Representative's receipt of the solicitation response package by the Solicitation Response Due Date and time. Regardless of the form of delivery, it is the Vendor's responsibility to ensure that the solicitation response package arrives at the Authorized FIU Representative's mailing address (**See Section 2.1**) no later than 2:00 p.m. on the Solicitation Response Due Date. Vendor may not include more than one solicitation response (along with the copies) per sealed envelope.

FIU will accept solicitation responses up to, and no solicitation responses may be withdrawn after, the Solicitation Response Due Date and time. Solicitation responses must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The Authorized FIU Representative's name and address as provided in **Section 2.1** and **ITN56-001 Search Firms** and the date and time of the Solicitation Response Due Date. The solicitation response must be submitted in **one (1) original and eight (8) copies**. The document containing the original signature must be marked "**ORIGINAL.**" In addition, Vendor is asked to submit **one (1) courtesy copy** of the solicitation response on CD or PC compatible disk, preferably in .pdf format.

2.7 Required Solicitation Response Format

To facilitate FIU's analysis of Vendor's solicitation response, the Vendor must prepare its solicitation response in accordance with the instructions provided in this competitive solicitation. If Vendor's solicitation response deviates from these instructions, such solicitation response may, in FIU's sole discretion, be rejected.

2.8 Economy of Presentation

The Vendor must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its solicitation response. Vendor should prepare its solicitation response simply and economically, providing a straightforward, concise description of the Vendor's capability to satisfy the conditions and requirements of this competitive solicitation.

(Fancy bindings, colored displays, and promotional material are not desired). Vendor's emphasis should be on completeness and clarity of content. To expedite FIU's evaluation of the solicitation response, it is mandatory that Vendor follow the instructions contained herein. FIU is not liable for any costs incurred by Vendors in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by FIU.

2.9 Solicitation Responses Must be in Ink or Typed

Vendor's solicitation response must be typed or printed in permanent ink.

2.10 Vendor's Signature

Where Vendor's signature is required, Vendor's solicitation response must contain Vendor's authorized representative's manual signature, in permanent ink, in the space provided. In addition, Vendor's authorized representative must initial all of Vendor's handwritten corrections (additions or deletions) in its solicitation response.

2.11 Complete Responses Required

Vendor must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and response forms and submit them with and as a part of Vendor's sealed solicitation response.

2.12 Use of Forms

If this competitive solicitation includes forms for the submission of information, the Vendor must submit the requested information on the forms, attaching additional pages if necessary, or FIU may reject the Vendor's solicitation response.

2.13 Errors or Omissions

Vendor should examine its solicitation response carefully for any errors prior to submission. The Vendor is solely responsible for the accuracy and completeness of its solicitation response. The Vendor's errors or omissions, if any, are solely at the risk of the Vendor and may be grounds for FIU's finding that the Vendor's solicitation response is non-responsive. In case of Vendor's errors in extensions, the unit price will prevail.

2.14 Solicitation Response Validity Period

Vendor's solicitation response, shall in its entirety, remain valid for 180 calendar days after the Solicitation Response Due Date.

2.15 Solicitation Response Opening

At 2:00 p.m. on the Solicitation Response Due Date, FIU will open all timely submitted solicitation responses for the sole purpose of recording the names of the Vendors submitting solicitation responses.

3.0 SELECTION PROCESS, EVALUATION PROCESS AND CRITERIA

3.1 Selection process

FIU will conduct the following selection process:

- FIU establishes an Evaluation Committee.
- The Evaluation Committee reviews and evaluates the solicitation responses and the Vendor presentations (if any) according to the evaluation criteria and points contained in Table A (See Section 1.5) and develops a ranked order of Vendors.
- The Committee determines a short list of Vendors. Those Vendors selected for the short list will continue in the evaluation process, which may involve vendor presentations, site visits, oral interviews, inspection of the Vendor's facilities, additional written information, internal staff analysis and presentations, feedback from outside consultants, discussions with the Vendors about their capabilities and plans for servicing FIU, and/or any other information deemed helpful to more fully evaluate the Vendor.
- A Negotiation Team may negotiate with the short-listed Vendors. After negotiations have been completed to the satisfaction of the Negotiation Team, or if no negotiations are held, following the initial evaluation, the short listed companies will be given a deadline for submission of a "best and final offer" (BAFO). The negotiation process will stop upon submission of the BAFO. Vendors will not be allowed to make further adjustments to their offer or communicate further with the University, except to respond to requests for clarification from the Evaluation Committee.
- The Evaluation Committee reviews and evaluates the BAFO, solicitation response, taking into account all information gained from any site visits, Vendor presentations, Vendor management team interviews, inspection of the Vendor's facilities, and discussions with the Vendors about their capabilities and plans for servicing FIU (as applicable) according to the evaluation criteria and points contained in Table A (See Section 1.5) and develops a ranked order of Vendors.
- The recommendation of the Evaluation Committee will be submitted to the Director of Purchasing for review and approval and to the **Vice President of Human Resources** or his/her designee with final decision making authority ("University Official") regarding the competitive solicitation for a final decision regarding award.
- The University Official considers the Evaluation Committee's recommendation and determines which Vendor(s) to enter into a Contract with.

3.2 Cash Discounts

The Evaluation Committee will not consider cash discounts for prompt payment when determining the lowest net cost for solicitation response evaluation purposes.

3.3 Tie Responses

When multiple solicitation responses are equal in all respects, FIU will give preference to solicitation responses in the following order: solicitation responses from Vendors that include commodities manufactured in Florida, then from Vendors that are Florida businesses, then Vendors who have a drug-free workplace program, and then Vendors who are foreign manufacturers located in Florida, in determining the contract award, or if those conditions do not exist or are equivalent between two or more solicitation responses, the contract award will be determined by the toss of a coin.

3.4 Contract Award

FIU intends to award a Contract or Contracts resulting from this competitive solicitation to the Successful Vendor(s) whose solicitation response(s) represent the best value to FIU. The Contract will include this competitive solicitation document, and the Successful Vendor's solicitation response, and all the terms and conditions found on the Sample Contract. (The Sample Contract is attached as **APPENDIX III**.) The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- 3.4.1** FIU reserves the right to award a Contract without negotiations with the Vendor; therefore, the Vendor's solicitation response should contain the Vendor's best terms from a cost or price and technical standpoint.
- 3.4.2** FIU reserves the right to make an award on any item or service for a quantity less than the quantity offered, at the unit cost or unit prices offered, unless the Vendor specifies otherwise in the Vendor's solicitation response.
- 3.4.3** Unless otherwise provided in this competitive solicitation, FIU reserves the right to make multiple awards if, after considering the additional administrative costs, it is in FIU's best interest to do so.
- 3.4.4** FIU reserves the right to award the commodity specified and/or the services detailed in this competitive solicitation either in their entirety or in any part thereof, all to the advantage of FIU.
- 3.4.5** FIU may reject all solicitation responses if such action is in FIU's best interest.
- 3.4.6** FIU reserves the right and sole discretion to reject any solicitation response at any time on grounds that include, but are not limited to, Vendor's solicitation response being found to be nonresponsive, incomplete, or irregular in any way; or when Vendor's solicitation response is not in FIU's best interest. FIU may waive informalities and minor irregularities in solicitation responses.

FIU is not obligated to make an award under or as a result of this competitive solicitation. FIU reserves the right to award a contract, to the Vendor(s) submitting a solicitation response that FIU, in its sole discretion, determines is in FIU's best interest.

3.5 Posting of Intent to Award/Protest

The Intent to Award to a Vendor, if any, will be posted on the Website for review by interested parties, and will remain posted for a period of seventy-two (72) hours; excluding weekends, federal holidays, and FIU holidays.

Failure to file a notice of protest or the written petition in accordance with the Florida Board of Governors' Regulation 18.002, or Vendor's failure to post the Solicitation Protest Bond or other security as required in the Board of Governor's Regulations 18.002 and 18.003, shall constitute a waiver of the right to protest proceedings.

3.6 Commencement of Work

Vendor/Successful Vendor will not provide any commodities or services or take any action, even if such is as a result of any discussions with any FIU employee, prior to the Contract being signed by both parties. If Vendor/Successful Vendor provides services or commodities or takes any action prior to the Contract being signed by both parties, the Vendor/Successful Vendor does so at Vendor/Successful Vendor's sole risk and expense.

3.7 Alternate Brands or Equivalent Products

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the competitive solicitation are for information and not intended to limit competition. The Vendor may offer any brand for which Vendor is an authorized representative, where such brand meets or exceeds the specifications for any item. Likewise, customary measurements appearing in the competitive solicitation are not intended to preclude solicitation responses for commodities with equivalent metric measurements. All items provided by Vendor will be new items.

If Vendor's solicitation response is based on an alternate brand or equivalent product, Vendor must indicate the manufacturer's name and product number on the Vendor's solicitation response for such alternate brand or equivalent product. Vendor shall submit cuts sketches and descriptive literature, and/or complete specifications of the alternate brand or equivalent product with the solicitation response. Vendor may not reference information or literature submitted with a previous solicitation response. The Vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and why it should not be considered an exception thereto. The University reserves the right to approve or reject an item as an approved alternate brand or equivalent product.

If Vendor's solicitation response lacks any written indication of intent to propose an alternate brand or equivalent product, Vendor's solicitation response will be received and considered by FIU to be for items that are in absolute compliance (including as to brand and measurement) with the specifications as written in the competitive solicitation.

4.0 SPECIFIC TERMS

4.1 Retention Guarantee

In the event FIU terminates an employee recommended by Successful Vendor for just cause or if the employee leaves of their own accord within the first (eighteen) months after hire date, Contractor agrees to find a suitable replacement for that employee without charge, except for expenses allowed by this agreement.

4.2 Non-Solicitation Clause

The Successful Vendor will not recruit selected candidate for other positions so long as the selected person remains in the position for which he/she was originally recruited, unless the University provides written prior approval to do so or the University terminates the candidate. FIU further recognizes that other search committees are not precluded from recruiting the placement and the placement is not precluded from applying from other positions. Those actions are out of the Successful Vendor's control and would not be in violation of this agreement.

4.3 Non-Compete

Successful Vendor shall not undertake a executive-level search with another major public research university or land grant institution for a period of three (3) months after signing an addendum to begin a search for similar executive-level position at FIU.

4.4 Affirmative Action and the Recruitment Process

Successful Vendor shall make a good faith effort to recruit qualified females, minorities, protected veterans, and individuals with disabilities. Contractor shall:

- (1) Provide a written statement regarding their procedures for collecting EEO data from applicants, and
- (2) Collect applicant and selection data that includes:
 - 1) A unique identifier for each applicant (Full name and Applicant ID #)
 - 2) EEO data for each applicant to include:
 - Ethnicity/race
 - Sex
 - Protected veteran status
 - Disability status (Office of Management and Budget Form CC-305 is required)
 - 3) The reason the applicant was removed from consideration (Examples: lack of knowledge, lack of experience; candidate withdrew, etc.)

Contractor shall submit the aforementioned data to the Division of Human Resources upon successful completion of the selection search.

4.5 OFCCP Compliance

Successful Vendor shall conduct Employment Searches in Compliance with the Office of Federal Contract Compliance Regulations. The Selected Firms agree to conduct all employment searches pursuant to this ITN in accordance with the Office of Federal Contract Compliance regulations. For each position for which an employment search is conducted, the Selected Firms will compile applicant demographic and disposition information ("information") for each applicant who meets

the Office of Federal Contract Compliance Definition of an Internet Applicant and will maintain this information in a Microsoft Excel file (“record”). The record will include, at a minimum, Applicant Number or Name, Gender, Race and Ethnic Identification (Based on EEO reporting category definitions), Applicant Status, and Working Title of the position for each applicant. Applicants must be requested to self-identify their gender and race and ethnic identification. Pursuant to the OFCCP regulations, any applicant presented to FIU by the Selected Firm must become a FIU applicant.

4.6 Records

The Selected Firms further agrees to provide the University with an electronic copy of the record for each employment search within ten business days of the termination of the employment search. The Selected Firms will maintain all records for any employment search resulting in a hire for a period of five years.

5.0 GENERAL TERMS

5.1 Insurance

The Successful Vendor shall provide and keep in full force and effect during the term of Contract, at the Successful Vendor’s own cost and expense, the following insurance policies for the joint benefit of the Successful Vendor and FIU, with an insurer reasonably acceptable to FIU:

Professional Liability/Errors & Omissions	\$ 2,000,000 (minimum)
Workers’ Compensation	Statutory Limits

In order for Successful Vendor to show that it can satisfy this requirement, the Successful Vendor must include in its solicitation response one of the following:

- a. A letter from Successful Vendor’s insurer stating that the Successful Vendor meets the currently specified insurance requirements, or**
- b. A commitment letter from an insurer that if awarded a contract, Successful Vendor will have access to such coverage, or**
- c. A Certificate of Insurance from Successful Vendor’s insurer stating that the Successful Vendor meets the currently specified insurance requirements.**

The Successful Vendor shall deliver to: FIU Purchasing Services Department, Campus Support Complex, CSC 411, 11200 S.W. 8th Street, Miami, Florida 33199, true and correct copies of certificates of such insurance within ten (10) business days of notice of formal award.

The Successful Vendor's policy shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto.

The policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount. In the event the Successful Vendor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to FIU, then the Successful Vendor will be required to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with this Contract to ensure continuous coverage. If the Successful Vendor fails to secure and maintain insurance policies complying with the provisions of this Contract, FIU may terminate the Contract. Successful Vendor shall do nothing that will adversely affect FIU, in any way, including increasing risks, insurance premiums or liability

If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the completion of the performance or the attempted performance of the provisions of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date or coinciding with the effective date of this agreement the vendor must purchase Extended Reporting ("Tail") coverage for a minimum of three (3) years following the completion of the performance or the attempted performance of the provisions of this agreement.

In addition to the insurance required to be obtained and maintained by the Successful Vendor, if the Successful Vendor assigns any portion of the duties under the Contract in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with this Contract.

FIU reserves the right to cancel any award made or cancel the Contract if Successful Vendor fails to supply and/or maintain the required coverage.

Should Vendor take exception to the stated insurance requirements in its solicitation response, such will be grounds for disqualifying Vendor's solicitation response.

Successful Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Contract, including specifically the indemnity obligations. The Successful Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. The Successful Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Contract, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

5.2 Workers' Compensation

The Successful Vendor shall have and maintain during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with the work related to the

competitive solicitation. In the event any work related to the competitive solicitation is sublet or subcontracted, the Vendor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Vendor. Such insurance shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under Workers' Compensation, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.

5.3 Software Warranty and Back up

If Successful Vendor is providing software to FIU, Vendor warrants that: (1) the media on which the product software is distributed is free from defects in materials and workmanship, and (2) the product performs the functions described in the documentation for the product. In addition, FIU may create and retain a copy of the software and related documentation for back up and disaster recovery purposes and for archival purposes. This provision shall survive termination or expiration of the Contract.

5.4 Services and Warranty

If Vendor will be providing services and warranties on the commodities and services that will be in addition to the services and warranties that are required in this competitive solicitation, then Vendor shall define and describe in its solicitation response such additional services and warranties, including replacement of items, that Vendor will provide.

The Successful Vendor will supply FIU with a complete and accurate W-9 and Vendor Application, available on the Website; if Vendor fails to supply the University with a complete and accurate W-9 and Vendor Application, the invoice will be deemed insufficient for payment until such information has been provided.

5.5 Safety

FIU seeks to furnish its students and employees with a place of work and study that is free from recognized hazards that are causing or are likely to cause death or serious physical harm, and one that complies with occupational health and safety standards promulgated under Occupational Safety and Health Act of 1970 (OSH ACT). Therefore, the Successful Vendor is required to comply with the occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH ACT while on the University's premises.

5.6 Compliance With Laws and Regulations

The Successful Vendor shall comply and use its best efforts to assure that its employees, agents and subcontractors comply with all applicable federal and state laws and FIU's regulations policies, and procedures while performing the Contract and/or while on the University's premises. FIU's regulations, policies and procedures, as it may be updated, is available at: <http://policies.fiu.edu/>.

We are proud to be a Tobacco and Smoke Free Campus which means that smoking and/or the use of any tobacco product is not permitted in any area of the university campus including buildings, green spaces, vehicles, and parking areas. Visit <http://tobacco-free.fiu.edu> for more information.

5.7 Public Records Laws; Trade Secrets Certification.

As a public body corporate of the State of the Florida, FIU is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. This competitive solicitation is a public record. Any documents Vendors submit to FIU in response to this competitive solicitation shall also become a public record, which will similarly be subject to the Florida Public Records Law. As required by law, FIU will respond to public records requests without providing Vendors whose documents have been requested any notice.

Should Vendors seek to assert trade secret protection for any document the Vendor submits in response to this competitive solicitation under Florida Statutes Section 688.002(4), Section 812.081(1)(c), Section 815.04(3), and/or Section 815.045, for each document that trade secret protection is claimed, Vendor must comply with the both of the following:

1. Segregate and separately label the document(s) claimed as trade secrets: documents produced electronically should be produced on separate CD or electronic media clearly-labeled "Trade Secret" on the physical media as well in the title of the electronic folder or file; documents produced in hard copy should be separated and each clearly labeled "Trade Secret." *Inserting the words "Confidential" and/or "Proprietary" to the front of or the footer of a document does not automatically entitle the document to be a trade secret under Florida law and thus is insufficient to comply with this requirement; and*
2. Provide a sworn affidavit (form is Appendix IV) signed by a high level officer of the Vendor to **FIU's Purchasing Services Department**, certifying the following for **each** separate claimed trade secret document:
 - a. Identify with specificity the document(s) for which trade secrets protection is claimed;
 - b. Provide a description of the document sufficient to determine the application of the trade secret exemption; and
 - c. Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from public records under applicable Florida law.

A Vendor's failure to fully comply with the above and/or submit a sworn affidavit with its Solicitation Response is an affirmation acknowledgement by such Vendor that none of its documents are trade secrets.

If a Vendor properly complies and submits a sworn affidavit with its Solicitation Response and FIU later receives a public records request for a document or information that is marked and certified with an affidavit to be a trade secret, we will provide the requestor a copy of the Vendor's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption shall be rebutted, if at all, only by the

Vendor; FIU's only obligation will be to provide Vendor notice that such a challenge has been received. The notice shall serve as formal notice to the Vendor that such Vendor has thirty (30) calendar days following receipt of such notice from FIU to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the document(s). If Vendor files an action within thirty (30) calendar days after receipt of notice of a challenge to its trade secret certification, FIU will not release the documents at issue pending the outcome of the legal action. The failure to file an action within thirty (30) calendar days constitutes a waiver of any claim of confidentiality, and the FIU will release the document as requested.

5.8 Parking

The Successful Vendor shall ensure that all of the Vendor's and Vendor's employees', agents' and subcontractors' vehicles parked on the University premises have proper parking permits. All vehicles must be registered with, and have parking permits purchased from FIU's Parking Services Department properly displayed. Vendor and Vendor's employees, agents and subcontractors shall observe all parking regulations. The failure to purchase parking permits, properly display them, and otherwise comply with all FIU's parking regulations could result in the ticketing and/or the towing of Vendor's or Vendor's employees', agents', and subcontractors' vehicles. For additional parking information, contact FIU's Department of Parking and Transportation at (305) 348-3615.

5.9 Public Entity Crimes

In accordance with Florida Statutes §287.133(2)(a), a vendor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal; may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, including FIU; and may not transact business with FIU in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By submitting a solicitation response, Vendor is certifying that Vendor is not on the convicted vendor list maintained by the Florida Department of Management Services, and Vendor is also certifying that any subcontractor listed in Vendor's solicitation response is not on the convicted vendor list.

5.10 Waiver of Rights and Breaches

No right conferred on FIU by this competitive solicitation or resulting Contract, if any, shall be deemed waived and no breach of any such Contract excused, unless such waiver of right or excuse of breach is in writing and signed by FIU. FIU's waiver of a right or breach shall not constitute a waiver or excuse of any other right or breach.

5.11 Conflict of Interest

The award of this competitive solicitation is subject to the provisions of Florida Statutes Chapter 112. Vendor must disclose in its solicitation response the name of any officer, director, or agent of the Vendor who is also an employee of FIU, or of the State of Florida or of any of its agencies.

Further, Vendor must disclose in its solicitation response the name of any FIU or State employee who owns, directly or indirectly, an interest of five (5%) or more of the Vendor's company or any of its affiliates or branches.

In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a solicitation response, the Vendor certifies that, to the best of its knowledge and belief, no individual employed by the Vendor or subcontracted by the Vendor has an immediate relationship to any FIU employee who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this competitive solicitation.

Failure to disclose the required information or violation of Section 112.3185, Florida Statutes, shall be grounds for rejection of Vendor's solicitation response, cancellation of an intent to award, and/or cancellation of any Contract with the Vendor.

5.12 Covenant Against Commissions, or Brokerage and Contingent Fees

By submitting a solicitation response, the Vendor warrants that Vendor has not employed or retained any person or entity, other than a bona fide employee working solely for the Vendor, to solicit or secure any award or Contract resulting from this competitive solicitation or to solicit or secure any other advantage related to this competitive solicitation. By signing a Contract with FIU, Successful Vendor warrants that the Successful Vendor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Successful Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract. In the event Successful Vendor's breach or violation of this warranty, FIU has the right to annul any Contract with such Successful Vendor resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to Vendor under such Contract the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to FIU under such Contract, at law or in equity.

5.13 Use of Contract by Other Governmental Agencies

At the option of the Vendor, the use of any contract resulting from this competitive solicitation may be extended to other governmental entities, including the State of Florida, its agencies, political subdivisions, counties, and cities, and any university in the State University System. Each such entity using such contract shall do so independently of FIU and shall be solely responsible for its own purchases.

5.14 Disposition of Solicitation Responses

All solicitation responses become the property of FIU, and FIU shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response, and any other material(s) submitted to FIU with the solicitation response will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. FIU's selection or rejection of a solicitation response will not affect this exemption.

5.15 Licensing Requirements

To the extent applicable, Vendor shall have all appropriate licenses to conduct business in the State of Florida and Miami-Dade County at or prior to award of a contract resulting from this competitive solicitation; Vendor must provide proof of such to FIU as a condition of award of a contract.

5.16 Subcontractors

If Vendor contemplates the use of subcontractors, as a further condition of award of a contract, the Vendor must certify in writing that all of its subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Florida Statutes Chapters 607 or 620, and such statement will include any subcontractors' corporate charter numbers. For additional information on registering, Vendors should contact the Florida Secretary of State's Office.

The Successful Vendor is fully responsible for all work performed under the Contract resulting from this competitive solicitation. The Successful Vendor may, with the prior written consent of FIU, enter into written subcontract(s) for performance of certain of its functions under such Contract. The subcontractors and the amount of the subcontracts shall be identified in the Vendor's solicitation response. Vendor's subcontracts shall not be implemented or effective until and unless approved in writing by FIU. No subcontract which the Vendor enters into related to the Contract shall in any way relieve the Vendor of any responsibility for performance of its duties under the Contract. Vendor will fully notify any subcontractors of Vendor's responsibilities pursuant to the FIU Contract in Vendor's subcontract(s) with a subcontractor(s) for work related to this competitive solicitation. Vendor is solely responsible for all payments to its subcontractors.

5.17 Small Business Minority Enterprise (SBME) Reporting

It is the FIU's policy (consistent with state and federal law), to optimize opportunities for business contracting with small, minority and disadvantaged business enterprises in the areas of commodities, construction, contractual services, and architectural and engineering services.

Vendors are likewise encouraged to use the small, minority and disadvantaged business enterprises and to have a business diversity program in place. The Successful Vendor shall report all minority subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount to FIU with each invoice submitted for payment.

For more information on becoming a State of Florida Certified Minority Business (CMBE), to request certification or to locate CMBEs, please contact the Office of Supplier Diversity, Department of Management Services at (850) 487-0915.

5.18 Equal Opportunity Statement

FIU believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination, and FIU is committed to non-discrimination based on race, color, religion, sex, national origin, Veteran status, marital status, age or disability. The Successful Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, Veteran status, marital status, age or disability. Successful

The Successful Vendor will comply with the provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the Contract regardless of value.

The Successful Vendor will comply with the Americans with Disabilities Act (ADA) of 1990, as revised.

If the Vendor anticipates receiving \$10,000 in orders during the first 12 months of the Contract, Vendor's authorized representative must complete, sign and date a Certificate of Non-Segregated Facilities form and include the form in its solicitation response. The certificate is attached as **APPENDIX II**.

If the Successful Vendor anticipates receiving \$50,000 in orders during the first 12 months of the Contract, and employs more than 50 people, the Successful Vendor will complete and file prior to March 1 of each year a standard form 100 (EEO-1), and will maintain a written program for affirmative action compliance that is available for review upon FIU's request.

5.19 Vendor's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Successful Vendor knowingly employs unauthorized aliens, such violation shall be cause for FIU's unilateral cancellation of the Contract.

APPENDIX I

CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL SOLICITATION RESPONSE SHEET

Those items in the following Sections of this competitive solicitation and the Sections of the Appendix III (Sample Contract) must each be initialed under either YES to indicate that the Vendor understands and agrees to the entire Section or NO to indicate that the Vendor does not agree to the entire Section. Failure to complete and return this document with your solicitation response could result in rejection of your solicitation response. Vendors shall not check items as YES (understood and agreed to) for purposes of submitting a solicitation response with the hopes of later negotiating a change of those conditions and requirements. If a Vendor does not understand or agree with any of the conditions or requirements, the Vendor should check NO by the specific provision the Vendor is not in agreement with and provide proposed alternative language or an explanation as to why Vendor is not in agreement with the given provision. Vendor's failure to accept said conditions and requirements is grounds for FIU's rejection of Vendor's solicitation response.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
1.0	_____	_____	_____
1.1	_____	_____	_____
1.2	_____	_____	_____
1.3	_____	_____	_____
1.4	_____	_____	_____
1.5	_____	_____	_____
1.6	_____	_____	_____
1.7	_____	_____	_____
2.0	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11	_____	_____	_____
2.12	_____	_____	_____
2.13	_____	_____	_____
2.14	_____	_____	_____
2.15	_____	_____	_____
3.0	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____
3.3	_____	_____	_____
3.4	_____	_____	_____
3.5	_____	_____	_____
3.6	_____	_____	_____
3.7	_____	_____	_____
4.0	_____	_____	_____
4.1	_____	_____	_____
4.2	_____	_____	_____
4.3	_____	_____	_____
4.4	_____	_____	_____
4.5	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
5.0	_____	_____	_____
5.1	_____	_____	_____
5.2	_____	_____	_____
5.3	_____	_____	_____
5.4	_____	_____	_____
5.5	_____	_____	_____
5.6	_____	_____	_____
5.7	_____	_____	_____
5.8	_____	_____	_____
5.9	_____	_____	_____
5.10	_____	_____	_____
5.11	_____	_____	_____
5.12	_____	_____	_____
5.13	_____	_____	_____
5.14	_____	_____	_____
5.15	_____	_____	_____
5.16	_____	_____	_____
5.17	_____	_____	_____
5.18	_____	_____	_____
5.19	_____	_____	_____

(ENUMERATE T'S AND C'S FROM APPENDIX III- Sample Contract)

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____
certify to the Florida International University that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - VENDOR'S AGREEMENTS

During the performance of this Contract, the Vendor agrees as follows:

- (1) The Vendor will not discriminate against any employee or applicant for employment because of face, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Vendor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Vendor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subVendor or Vendor. The Vendor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subVendor or Vendor as a result of such direction by the contracting agency, the Vendor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The Vendor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX III

SAMPLE CONTRACT

THIS CONTRACT (the "Contract") is made and entered into on _____ (the "Effective Date"), by and between **The Florida International University Board of Trustees ("FIU")** and _____, a (state of incorporation and type of entity), whose address is _____, _____, _____, _____, who is authorized to do business in the State of Florida (the "Contractor").

RECITALS

WHEREAS, FIU requested solicitation responses for Competitive Solicitation ITN No. _____ ("ITN # _____") to provide the following goods and/or services: _____ (the "Services");

WHEREAS, the Contractor submitted a solicitation response for ITN # _____ to perform the Services ("Contractor's Solicitation Response"), which was accepted by FIU.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term.** This Contract commences on the Effective Date and will continue for an initial term of _____ (__) year (the "Initial Term") and may be renewed in writing by the parties for _____ (__) additional _____ (__) year term(s) (each one year term referred to as the "Renewal Term").

2. **Contract.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: the Competitive Solicitation for ITN # _____ (including Addendum 1), attached hereto as Exhibit I and incorporated herein by reference; the Contractor's Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and the Contractor's Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference. In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence: first, this Contract; second, Exhibit I (the Competitive Solicitation for ITN # _____, including Addendum 1); third, Exhibit III (the Contractor's Best and Final Offer); and fourth, Exhibit II (the Contractor's Solicitation Response).

3. **Payment.** The Contractor shall provide the Services to FIU pursuant to the pricing set forth in Exhibit III, Tab _____ (page _____). The Contractor shall submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. FIU will make payment in accordance with FIU Regulation FIU-2202, which states the Contractor's rights as a vendor and FIU's responsibilities concerning interest penalties and time limits for payment of invoices. Upon receipt, FIU has five (5) business days to inspect and approve the goods or services. If a payment is not issued within **forty (40) days of receipt** of a proper invoice and receipt and inspection and approval of the goods and services, FIU will pay to the

Contractor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statutes §55.03(1), provided the interest penalty is in excess of one dollar (\$1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from FIU. The Vendor Ombudsman may be contacted at (305) 348-2101.

The Contractor shall cooperate with FIU and provide specific records and/or access to all of the Contractor's records related to the Contract for purposes of conducting an audit or investigation. FIU will provide Contractor with reasonable notice of the need for such records or access.

4. **Assignment/Modification of Contract.** This Contract may not be assigned or modified by either party except as agreed to in writing and signed by both parties. The Contract shall be binding upon the parties' successors and assigns.

5. **Sovereign Immunity.** Nothing in this Contract shall be construed as an indemnification of the Contractor by FIU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

6. **Governing Law; Venue.** This Contract is governed by the laws of the State of Florida and exclusive venue of any actions arising out of this Contract shall be in the courts in Miami-Dade County, Florida.

7. **Relationship of the Parties.** The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives shall be considered FIU's employees or agents. The Contractor shall not use FIU's name, trademarks, logos, or marks without FIU's prior written approval. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of the Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of the Contractor fulfilling the Contractor's obligations under the Contract.

8. **Compliance with Public Records Law.** FIU is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and FIU will respond to such public records request without any duty to give the Contractor prior notice. FIU may unilaterally cancel this Contract for Contractor's refusal to allow public access to all public records that were made or received in conjunction with this Contract. This provision shall survive termination or expiration of the Contract.

9. **Annual Appropriations.** FIU's performance and obligation to pay under the Contract is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such Contract for the current and

future periods. FIU will give notice to the Contractor of the non-availability of funds when FIU has knowledge thereof. Upon receipt of such notice by Contractor, Contractor is entitled to payment only for those services performed and accepted by FIU prior to the date such notice is received.

10. **Taxes.** FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

11. **Travel Expenses.** Contractor shall not charge FIU for any travel expenses, meals, and lodging unless otherwise provided in this Contract and FIU's prior written approval of the expenses has been obtained. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by FIU, but only to the extent permitted in Florida Statutes § 112.061 and the FIU Policy 1110.060 Travel: University Travel Expense Policy, which is available at <http://policies.fiu.edu/record_profile.php?id=548&s=travel>. Contractor is responsible for any expenses in excess of these prescribed amounts.

12. **Force Majeure.** No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquakes; hurricanes; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. **Indemnification.** The Contractor is responsible for its performance under the Contract. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, FIU and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the FIU premises in performance of the Contract. This provision shall survive termination or expiration of the Contract.

14. **Trademark or Copyright Infringement.** Contractor will, at its expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by settlement or final judgment of a court that is based on a claim that the use of the Contractor's product infringes a trademark or copyright of a third party; provided that FIU notifies Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that Contractor is permitted to control the defense in any litigation or settlement of the suit. FIU will provide reasonable cooperation in the defense of the suit at Contractor's expense. Such defense and indemnity shall survive termination or expiration of the Contract.

15. **Confidentiality of Information.** The Contractor acknowledges and agrees that (a) all documents, studies, materials and information furnished to the Contractor by FIU or FIU's affiliates in connection with this Contract and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for FIU in connection with this Contract or which reflect any of the documents, studies, materials or information furnished to the Contractor by FIU (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of FIU. The Contractor agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to the Contractor's performance under this Contract, and the Contractor shall at all times comply with all state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information. The Contractor shall not disclose Information to third parties unless it obtains FIU's written consent to such disclosure.

In the event the Contractor required by subpoena or other judicial or administrative process or by law to disclose such records, the Contractor shall (i) provide FIU with prompt notice thereof; (ii) consult with FIU on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and (v) reasonably cooperate with FIU in any attempt that FIU may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this Contract or upon request by FIU, the Contractor shall promptly return the Information to FIU. Notwithstanding the foregoing, if FIU will share or provide access to protected health information or "PHI" to FIU for the Contractor to perform this Contract, FIU and the Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Contract regarding the PHI (in lieu of this provision). This provision shall survive the termination or expiration of this Contract.

16. **Lobbying.** Contractor is prohibited from using funds provided under this Contract for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

17. **Termination for Cause.** Either party may terminate this Contract for cause by giving the other party thirty (30) calendar-days written notice setting forth with specificity the basis for the termination of the Contract for cause. For purposes of this Contract, "cause" shall mean the failure by either party to: (i) provide the goods or perform the services within the time specified in this Contract; or (ii) adhere to any terms of this Contract.

18. **Notice.** Any notices required under this Contract shall be sent via U.S. Mail, return receipt requested, to the parties at the following addresses:

Notices to Contractor:

Notices to FIU:

Purchasing Director
FIU- Purchasing Services Department
Campus Support Complex, CSC 411
11200 S.W. 8th Street
Miami, Florida 33199

With copy to:

Florida International University
Office of the General Counsel
Modesto A. Maidique Campus
11200 S.W. 8th Street, PC 511
Miami, Florida 33199

19. **Termination without Cause.** FIU may terminate this Agreement by giving Contractor at least ninety (90) days prior written notice of termination. FIU shall only be liable for payment of goods received and/or services rendered and accepted by FIU prior to the effective date of termination.

20. **No counterparts; facsimile signatures allowed.** This Contract may not be executed in counterparts. The Contract, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

21. **Clarifications/negotiated points (if any) are:** None.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

BY:

NAME & TITLE:

DATE:

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

BY:

NAME & TITLE:

DATE:

APPROVED AS TO FORM AND LEGALITY

BY: _____

FIU Attorney

DATE: _____

APPENDIX IV**AFFIDAVIT OF TRADE SECRET CERTIFICATION**

STATE OF _____

COUNTY OF _____

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of eighteen and am a resident of the State of _____. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
2. I am the _____ (position) of _____ (name of corporate entity), a _____ (state) _____ (type of corporate entity), whose principal address is _____.
3. [I consider/My company considers] the information contained in the document(s) entitled _____ (provide description of the information) marked as Exhibit ____ (comprised of a total of ____ pages) a trade secret under applicable law for the following reasons: *(Explain in detail the specific element(s) or provision(s) of Florida Statutes that render the document(s) at issue a trade secret.*
4. [I have/My company has] taken measures to prevent the disclosure of the information contained in Exhibit _____ to anyone other than those who have been selected to have access for limited purposes, and [I intend/my company intends] to continue to take such measures.
5. [I consider/My company considers] the information contained in Exhibit ____ to have value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.
6. All of information in Exhibit ____ contained is not, and has not been, reasonably obtainable without [my/our] consent by other persons by use of legitimate means.
7. All of information in Exhibit _____ is not publicly available elsewhere.
8. I am the person for Florida International University to contact in the event a challenge to any information contained in this Affidavit is received.

Executed on this _____ day of _____ in _____ County,
_____ (State).

Affiant- Full Name: _____

Address: _____

Telephone: _____

E-mail: _____

Affiant Signature: _____

STATE OF _____

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ (date)
by

_____ (Affiant).

NOTARY PUBLIC

Personally Known

Produced identification (Type of ID)

SAMPLE ADDENDUM

THIS ADDENDUM to the Agreement (“Addendum”) is entered into as of the last date written below (the “Effective Date”) by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“**FIU**”), on behalf of *(the department)* _____, and _____ (*CONTRACTOR NAME*), a *(state & type of corporation)* _____, whose address is _____, and who is authorized to do business in the State of Florida (“Contractor”).

WHEREAS, FIU and Contractor entered into that certain Agreement dated _____ pursuant to ITN # _____ (collectively the “Agreement”), for Contractor to provide executive search firm services (the “Services”);

WHEREAS, pursuant to the terms of the Agreement, FIU has requested Contractor to provide the Services for the search for the Position defined below (this “Engagement”); and

WHEREAS, Contractor and FIU have agreed to the following specific terms for this Engagement;

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals/Ratification.** The above recitals are true and correct and incorporated herein. The Agreement remains in effect and unchanged, and the terms of this Addendum are in addition to the terms and conditions as set forth in the Agreement.
2. **Position.** This Engagement is for Contractor to provide the Services and search for the following position: _____ (the “Position”).
3. **Engagement Services.** The Services to be provided by Contractor for this Engagement shall include: meeting with FIU to gather information; collaborating with FIU to develop an overall search plan of action, timeline and recruitment materials; and designing an interview and selection process; assisting in creation or updates to the Position profiles; assisting in determining how to advertise the Position and assisting with placement of the advertisements; actively recruiting applicants, screening applicants; tracking and managing prospect and candidate information throughout the search process, comparing potential candidates; assisting FIU in conducting background checks and coordinating reference checks on selected candidates; providing technical, administrative, and logistical support for the search and interview process, site visits, final selection, contract negotiations, transition considerations, and follow-up; and collaborating with FIU throughout the search; and any other services as described in the Agreement.
4. **Engagement Term.** Commencement of the Contractor’s performance of this Engagement shall begin on the Effective Date hereof and shall end upon the Employment Date of the candidate selected for the Position. Contractor will deliver the Services related to this Engagement in accordance with the following schedule of delivery dates: _____.
5. **Consultant.** The Contractor’s consultant(s) assigned to this Engagement is/are: _____.

6. **Notices/Invoices.** In addition to the address provided in the Agreement, notices and invoices related to this Engagement will be sent to:

Florida International University
Department: _____
11200 SW 8th Street, _____
Miami, Florida 33199
Attention: _____

7. **Retainer Fee.** FIU will pay Contractor for this Engagement a “Retainer Fee” of: *(choose one)*
TBD
8. **Billing.** Contractor will bill FIU for the Retainer Fee in three (3) equal installments, to be invoiced as follows:
TBD
9. **Direct Expenses.** FIU will reimburse Contractor for direct expenses related to the search pursuant to the terms of the Agreement. Expenses will be billed as incurred on a **TBD** basis, upon the submission of a correct invoice and receipts to FIU.
10. **Indirect Expenses.** FIU will pay an amount equal to **TBD** of the Retainer Fee to cover indirect expenses for this Engagement and administrative assistance. Such Indirect Expenses will be billed in **TBD** installments, with such installments due from FIU at the end of the **TBD** month of this Engagement.
11. **Replacement Search.** In the event the search for the Position fails, or if the selected candidate is terminated for cause or leaves the Position in less than one (1) year from the Employment Date without good reason (as determined by FIU), Contractor shall conduct a replacement search for no additional fee, charging only for out-of-pocket expenses, This obligation shall survive termination of this Addendum and the Agreement.
12. **Capitalized Terms.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

CONTRACTOR SHALL NOT COMMENCE SERVICES UNTIL THIS ADDENDUM IS FULLY EXECUTED.

[SIGNATURES ON THE FOLLOWING PAGE]

APPENDIX V

IN WITNESS WHEREOF, the parties have affixed their signatures to this Addendum, effective as of the Effective Date.

FOR THE CONTRACTOR:

(CONTRACTOR'S NAME)

By: _____

Print Name:

Title: _____

Date: _____

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Print Name: _____

Title: FIU Attorney

Date: _____

SAMPLE



FLORIDA
INTERNATIONAL
UNIVERSITY

Purchasing Services
(305) 348-2161
FAX (305) 348-3600

December 9, 2015

ITN56-001
Search Firms

ADDENDUM #1

Re: Answers to Vendor Inquiries and revisions to Sections Section 1.4 Solicitation Response and Deliverables and Section 1.5 Evaluation Points.

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THIS EXECUTED DOCUMENT WITH YOUR RESPONSE. FAILURE TO EXECUTE AND RETURN THIS ADDENDUM FORM WILL DISQUALIFY YOUR FIRMS' RESPONSE.

This Addendum shall become part of your firms' competitive solicitation response and the subsequent contract documents if applicable. This addendum document must be attached to your Solicitation Response. Failure to execute this document and return of same with your firms' competitive solicitation response will be grounds for immediate disqualification.

Company Name _____

Address _____

Telephone/Fax/Email _____

Signature _____

Form#PS008; CD04/03/07

ITN56-001
Search Firms

ADDENDUM #1

Re: Answers to Vendor Inquiries and revisions to Sections Section 1.4 Solicitation Response and Deliverables and Section 1.5 Evaluation Points.

1. **QUESTION: Tab 4.h** – We’ve made in excess of 3,500 placements over the past four years. Are you seeking the details, behind every placement or a sample of placements?

ANSWER: FIU is seeking a sample of placements to include the most recent hires for categories the firm is responding to included but not limited to the categories listed in **Section 1.3 Scope of Work and Deliverables, Table 1.**

2. **QUESTION:** We are unable to provide the names of all of our clients due to various non-publicity and confidentiality agreements. Is the client’s industry an acceptable alternative?

ANSWER: FIU would like to see a sample of the salary comparisons during a given search.

3. **QUESTION: Tab 5.f** – We would like to confirm that this is a guideline for how to proceed during a given search and that you are not looking for salary comparisons for all positions amongst peer institutions in advance of proposal completion. If requested now, it would likely be stale by the time the individual search was being conducted.

ANSWER: We would like to see a sample of the salary comparisons during a given search.

4. **QUESTION:** Is this for direct hire positions only?

ANSWER: Yes. We are enlisting the expertise of potential vendors in identifying talent for direct hires.

5. **QUESTION:** What is driving the RFP?

ANSWER: Our existing contract for search firm services is expiring. Therefore, the decision has been made to go back out for a competitive solicitation.

6. **QUESTION:** Can you provide the “spend” specifically for the scope of this RFP?

ANSWER: This is determined on a case-by-case basis as the staffing need dictates. Please see **Section 1.1 Statement of Objective**, paragraph two (2) for an estimate of spend from the State University System in Florida for the period from July 1, 2013 through June 30, 2015.

7. **QUESTION:** Can you provide the volume and a breakdown of the volume by search category?

ANSWER: There is no volume to provide as it is on a case-by-case basis. At the time an employee leaves their role or position, then the department may request the services from the pool of potential vendors.

8. **QUESTION:** Can you provide a list of job titles and/or job descriptions that are in scope?

ANSWER: This is fluid and is determined by the need.

9. **QUESTION:** Do we need to be able to provide talent in all the search categories listed to be chosen as a vendor?

ANSWER: No. We will award contracts to multiple vendors and ensure that each category is represented among the awardees outlined in **Section 1.3 Scope of Work and Deliverables, Table 1** of the ITN document.

10. **QUESTION:** How many vendors will be selected?

ANSWER: The determination of the amount of vendors selected will be determined based on the amount of proposals submitted and the evaluation committee during the evaluation process. There is no set number that has been determined. The contract is to be awarded to multiple vendors as outlined in the **Section 1.1 Statement of Objective**.

11. **QUESTION:** If we already have a contract with the State of FL, will this be included under that agreement or will we sign a separate agreement?

ANSWER: The Successful Vendor(s) will sign a master contract for the services outlined in ITN56-001. Any other contracts that vendors have with other entities will not be included under the agreement that results from this process.

12. **QUESTION:** There is no Tab 7 listed in section 1.4 (Solicitation Response). Should we not include a tab 7 or adjust our numbering accordingly throughout the remainder of the response?

ANSWER: Please see the correction below. This section has been revised and the tabs have been renumbered.

Section 1.4 Solicitation Response is hereby deleted and its entirety and replaced with the following:

1.4 Solicitation Response

Each Vendor shall organize its solicitation response to provide the following information in order to assist FIU in the selection, evaluation and award process.

Tab 1 - **Appendix I** Conditions and Requirements, completed and signed, along with Vendor's and any specific requests for changes to terms and conditions, if any.

The Vendor must initial the designated items, in **APPENDIX I**, indicating that the Vendor understands and agrees to the terms and conditions as provided in this competitive solicitation. **If the Vendor wants to request additional language or specific changes to the terms and conditions, Vendor must specifically do so in Vendor's solicitation response and include such requests with APPENDIX I. Requests for additional language or requests for revisions to language in this ITN document must be included in their entirety as part of Vendor's solicitation response under Tab 1 for consideration by FIU. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms FIU will need to fill out, prepare or submit to Vendor if awarded the contract must be included in Vendors' solicitation response.**

Please be advised that FIU, as a State university, must adhere to applicable laws and regulations and therefore certain terms and conditions may not be altered.

Tab 2 - Contact information, including name(s), title(s), email address(es), mailing address(es) and phone number(s) for the individual(s) responsible for Vendor's proposal and negotiation during this process. As well as contact information for the individual(s) who should receive any notices related to this contract if awarded to Vendor.

Tab 3 - Corporate Governance Documents, including Vendor's W9 form and Vendor application, available on the FIU Purchasing website at http://finance.fiu.edu/purchasing/2vendor_forms.html, and a Certificate of Good Standing from Vendor's State of Incorporation, if other than Florida.

Tab 4 - **Vendor Experience and Qualifications**

- a. Company Established
- b. The history of the firm, including a listing of principals and firm locations. Include the names of companies that have been incorporated into your firm. Relevant dates should be included as well.
- c. President/Company Executive Officer
- d. Describe your firm's experience conducting searches in higher education or healthcare. Describe experience in any specialty areas where you believe your

firm has unique expertise, including but not limited to Intercollegiate Athletics, Museums, Development/Fundraising/Foundation, Information Technology, Financial/Business Finance/Accounting, Human Resources, Legal, Facilities/Construction/Engineering, Public Relations/Marketing/Governmental Affairs, Sciences, and/or the Arts.

- e. Provide the qualifications of senior professionals in your firm that are likely to be assigned to University searches. Define who will be primarily responsible and have final authority over decisions made in the search of candidates.
- f. Provide an organizational chart with lines of authority for those individuals that will be directly involved in this contract.
- g. Provide at least four references where similar Services to institutions of higher education or healthcare have been provided within the past four years. Include the name of the firm/organization, date of last search closure, the complete mailing address, and the name, telephone number and email address of the contact person.
- h. Provide a list of successful filled positions in the past four years, including the client name, contact information and position(s) filled.

Tab 5 - Search Process.

- a. Describe the firm's search process, including the level and type of participation by the principals/partners. Indicate how you would propose to conduct an effective, timely national search for senior and mid-level administrators and academics at the University. Indicate how your firm would propose to conduct an effective, timely national search for the specialty positions noted. Include a model timeline. Lastly, discuss your methodology in searching for 'hard-to-fill' senior and mid-level positions.
- b. State firm's capabilities in providing assistance during the interview process. Examples of assistance to include but not be limited to: assistance with correspondence between applicants, nominators and nominees, and coordinate interviews of internal and external prospects and the University. Provide a University dedicated website with password protection so that resumes are available to search committees at all times.
- c. Describe in detail the process by which your company verifies all education degrees of candidates. Provide detail on coordination of obtaining credit/financial background check and litigation background check.
- d. Describe how firm handles candidate reference checks.
- e. State the firm's internal screening methodology that produces the most viable candidates (video conference/in person/telephone, etc.). Provide examples of external screening tools in providing possible past controversies with which a candidate has been associated.
- f. Provide to the University a salary comparison of the position among peer institutions early in the process.
- g. Develop and provide the University a timeline for each candidate from search initiation and establishment of expectations through candidate selection, negotiation, and search completion. The timeline should include milestones, activities and deliverables along the interviewing process.

- h. Provide a full list of successful recruiting conclusions and resulting positions by title and institution of higher education or healthcare including any successful positions among the specialty fields noted.
- i. Describe how the firm complies with the Final Rule for Section 503 of the Rehabilitation Act

Tab 6 - **Financial Proposal**

- a. What is your firm's proposed fee for providing the Services? Innovation in fee proposals may set your firm apart from the competition.
 - Would firm consider a fixed fee regardless of the final compensation provided to the successful candidate?
 - Another possible option among others would be to propose a sliding scale, fixed price fee schedule based on final salary package.
 - What expenses are billed to the client?
 - Will there be any mark-up on expenses?
 - Describe in detail the expenses for which it would seek reimbursement.
- b. Vendor should include a fee structure and terms, including provisions for the following:
 - State the fee structure for a successful candidate's voluntary or involuntary termination within the first year of employment.
 - The University's early termination of a search prior to position being filled.
 - Vendor's procedures for a failed search where the firm is unable to provide an adequate pool of candidates.
 - Vendors should provide any price incentive packages for example multiple searches, etc.
 - Vendors should provide fee schedule for all services requested.
- c. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
- d. Describe how the University will benefit from cost savings by accepting the firm's proposal.
- e. What are the firm's payment terms? The Successful Vendor may indicate payment terms of less than 40 days so long as those terms also contain a cash discount for early payment. For example: "5% 15/Net 40" would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The University will take the cash discount if payment is made within the specified time frame. Unless alternate payment terms, with cash discounts, are proposed by the Successful Vendor(s), invoices submitted to the University by the Successful Vendor(s) will be paid on a Net 40 days after receipt and approval of the corresponding invoice.
- f. State the firm's capability for accepting electronic payments through Automated Clearing House (ACH) and/or purchasing card, SUA and provide any additional discounts that may result from paying electronically.
- g. Disclose any other fees that may be incurred by the university.

- Tab 7** - The completed and signed competitive solicitation cover document, along with completed and signed Addendum Acknowledgement Forms, if any. The Vendor shall complete, sign and date the cover document, but shall not alter the language provided in this competitive solicitation document or the Addendum(a) in any way; any such alterations are void.
- Tab 8** - Information regarding alternate brands or equivalent products being offered by Vendor, if any.
- Tab 9** - Information regarding subcontractors (list of subcontractors with services to be provided by each and amount Vendor will pay to each; Vendor's certification that subcontractors are appropriately licensed and registered with the State of Florida).
- Tab 10** - **Appendix II**, completed, signed and dated.
- Tab 11** - If applicable, **Appendix IV** - Affidavit of Trade Secret Certification completed and signed by a high level officer of the Vendor as to applicable trade secrets contained in the Vendor's documents; Vendor must segregate and clearly mark all documents certified in Appendix IV and include such documents in this section (tab) of Vendor's proposal.
- Tab 12** - **Insurance** - letter or certificate from Vendor's insurer.
- Tab 13** - Vendor's Services and Warranties, if applicable.
- Tab 14** - Disclosures regarding: (a) Vendor employees having employment relationship with FIU, State of Florida or any Florida State Agencies AND/OR (b) any FIU or State employee(s) owning an interest of 5% or more of Vendor's company or its affiliates or branches.
- Tab 15**- Additional information requested in the competitive solicitation and/or addenda, if applicable.
- Tab 16**- Additional pertinent information Vendor would like to provide.

Section 1.5 Evaluation Points is hereby deleted and its entirety and replaced with the following:

1.5 Evaluation Points

The evaluation criteria and points are provided below.

Table A –

Criteria	Max Points
Vendor Experience and Qualifications	45
Search Process	35
Financial Proposal	20
Evaluation of Solicitation Responses Point Total	100

1.5.1 Evaluation Criteria

1.5.1.2 Vendor Experience and Qualifications

Vendor’s proposal should show evidence that they have the qualifications and experience to perform the scope of services and deliverables outlined in this ITN. The area(s) of expertise for which your firm is proposing to provide services in **Section 1.3 Scope of Services and Deliverables, item#1, Table 1. Search Categories** of this ITN document. Proposals will be evaluated base on the information provided in **Section 1.4, Tab 4 Vendor Experience** as it relates the **Scope of Services and Deliverables** outlined in **Section 1.3 Scope of Services and Deliverables** of the ITN document.

1.5.1.3 Search Process

A detailed description of your firm’s philosophy and approach in conducting searches outlined in **Section 1.4, Tab 5 Search Process**.

1.5.1.4 Financial Proposal

Vendor should provide clear answers to the questions provided in **Section 1.4, Tab 6 Financial Proposal**. Vendor should provide a fee schedule that outlines all services requested.

Florida International University

ITN No. 56-001, Search Firms

Category: Facilities/Construction/Engineering

SUBMITTED TO:

Chandra Nix, Procurement Manager
Florida International University
Modesto A. Maidique Campus
Purchasing Services Department
Campus Support Complex – SCS 411
11200 S.W. 8th Street
Miami, FL 33199

SUBMITTED BY:

Helbling & Associates, Inc.
9000 Brooktree Road, Suite 150
Wexford, PA 15090
Contact: Wes Miller, Regional Director
Phone: (724) 935-7500 ext. 120
Email: wesm@helblingsearch.com
Due: December 17, 2015 by 2:00 PM, EST

December 16, 2015

Ms. Chandra Nix, Procurement Manager
Florida International University
Modesto A. Maidique Campus
Purchasing Services Department
Campus Support Complex – CSC 411
11200 S.W. 8th Street
Miami, FL 33199

Dear Ms. Nix,

Helbling & Associates is pleased to submit the following proposal to Florida International University in an effort to be considered as a vendor to provide executive search services as needed during the term of the contract. Our firm is uniquely qualified to provide assistance in the recruitment, selection, and placement of individuals in the category of **Facilities/Construction/Engineering**.

For more than 23 years, Helbling has been providing recruitment services exclusively for facilities, construction, engineering, and real estate development related roles, representing higher education and healthcare entities, contractors, engineering firms, and real estate development companies. We pride ourselves on working in partnership with our clients, and we view each opportunity to work with an organization as a step toward developing a long-term, mutually beneficial relationship. Helbling's consultants take our clients' distinctive needs and goals very seriously, and our intent is to identify, attract, and secure individuals who will best match in terms of capability and experience, as well as in terms of the organization's culture and principles.

Our firm is unique in that we combine a specialization of working with universities, colleges, academic health centers, and hospitals with a focus on the facilities, construction, and real estate components within those types of entities. As you will see within the enclosed proposal, Helbling has worked with many prominent and diverse higher education and healthcare organizations throughout the country, conducting local, regional, and national searches to secure individuals for a variety of positions. With such a focused discipline in executive search, we have come to thoroughly know the industry, the key players, and the associated challenges and opportunities related to such searches. This background and our consultative style allow us to provide an outside perspective throughout the search process, making recommendations based on our experience, the specific goals of Florida International University, and available talent.

Helbling & Associates is committed to providing superior, personalized service, and we welcome the opportunity to further discuss our firm's interest, qualifications, and ability to assist Florida International University. Should you have any questions regarding the content of this proposal or should you require additional information, please feel free to contact me at (724) 935-7500 ext. 120.

Sincerely,



Wesley R. Miller
Managing Director

Tab 1: Appendix I, Conditions & Requirements

On the following pages, please find the completed and signed Appendix I. For any items marked “no”, our rationale or proposed alternative language is provided.

Section 1.3.13 – Helbling is willing to provide an electronic copy of information related to each employment search upon its conclusion, but we would request further clarification on the specific items, details, etc. that the University requires as part of the “record” to ensure we are in compliance with expectations.

Section 4.1, Retention Guarantee – Proposed alternative language:

In the event FIU terminates an employee recommended by Successful Vendor for just cause or if the employee leaves of their own accord with the first **twelve (12) months** after hire date, **other than due to reduction in force, the role itself being redefined, and/or a cultural personality conflict**, Helbling agrees to find a suitable replacement for that employee without charge, except for expenses allowed by this agreement.

Section 4.3, Non-Compete – While we do not foresee this situation arising frequently, we would prefer the following proposed alternative language:

Successful Vendor shall not undertake an executive-level search with another major public research university or land grant institution for a period of three (3) months after signing an addendum to beginning a search for similar executive-level position at FIU, **without written approval from an appropriate representative of FIU**.

Section 4.6, Records – As stated above in reference to Section 1.3.13, which is a duplication of Section 4.6, Records, Helbling is willing to provide an electronic copy of information related to each employment search upon its conclusion, but we would request further clarification on the specific items, details, etc. that the University requires as part of the “record” to ensure we are in compliance with expectations.

APPENDIX I

CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL SOLICITATION RESPONSE SHEET

Those items in the following Sections of this competitive solicitation and the Sections of the Appendix III (Sample Contract) must each be initialed under either YES to indicate that the Vendor understands and agrees to the entire Section or NO to indicate that the Vendor does not agree to the entire Section. Failure to complete and return this document with your solicitation response could result in rejection of your solicitation response. Vendors shall not check items as YES (understood and agreed to) for purposes of submitting a solicitation response with the hopes of later negotiating a change of those conditions and requirements. If a Vendor does not understand or agree with any of the conditions or requirements, the Vendor should check NO by the specific provision the Vendor is not in agreement with and provide proposed alternative language or an explanation as to why Vendor is not in agreement with the given provision. Vendor's failure to accept said conditions and requirements is grounds for FIU's rejection of Vendor's solicitation response.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
1.0	<u>✓</u>	<u>_____</u>	<u>DH</u>
1.1	<u>✓</u>	<u>_____</u>	<u>DH</u>
1.2	<u>✓</u>	<u>_____</u>	<u>DH</u>
1.3	<u>✓ (1.3.1-1.3.12)</u>	<u>✓ (1.3.13)</u>	<u>DH</u>
1.4	<u>✓</u>	<u>_____</u>	<u>DH</u>
1.5	<u>✓</u>	<u>_____</u>	<u>DH</u>
1.6	<u>✓</u>	<u>_____</u>	<u>DH</u>
1.7	<u>✓</u>	<u>_____</u>	<u>DH</u>
2.0	<u>✓</u>	<u>_____</u>	<u>DH</u>
2.1	<u>✓</u>	<u>_____</u>	<u>DH</u>
2.2	<u>✓</u>	<u>_____</u>	<u>DH</u>
2.3	<u>✓</u>	<u>_____</u>	<u>DH</u>
2.4	<u>✓</u>	<u>_____</u>	<u>DH</u>
2.5	<u>✓</u>	<u>_____</u>	<u>DH</u>

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
2.6	✓	_____	TJH
2.7	✓	_____	TJH
2.8	✓	_____	TJH
2.9	✓	_____	TJH
2.10	✓	_____	TJH
2.11	✓	_____	TJH
2.12	✓	_____	TJH
2.13	✓	_____	TJH
2.14	✓	_____	TJH
2.15	✓	_____	TJH
3.0	✓	_____	TJH
3.1	✓	_____	TJH
3.2	✓	_____	TJH
3.3	✓	_____	TJH
3.4	✓	_____	TJH
3.5	✓	_____	TJH
3.6	✓	_____	TJH
3.7	✓	_____	TJH
4.0	✓	_____	TJH
4.1	_____	✓	TJH
4.2	✓	_____	TJH
4.3	_____	✓	TJH
4.4	✓	_____	TJH
4.5	✓	_____	TJH
4.6	_____	27 ✓	TJH

NOVEMBER 23, 2015

TEMPLATE REVISION DATE: 4.2.2013

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
5.0	✓		TJH
5.1	✓		TJH
5.2	✓		TJH
5.3	✓		TJH
5.4	✓		TJH
5.5	✓		TJH
5.6	✓		TJH
5.7	✓		TJH
5.8	✓		TJH
5.9	✓		TJH
5.10	✓		TJH
5.11	✓		TJH
5.12	✓		TJH
5.13	✓		TJH
5.14	✓		TJH
5.15	✓		TJH
5.16	✓		TJH
5.17	✓		TJH
5.18	✓		TJH
5.19	✓		

(ENUMERATE T'S AND C'S FROM APPENDIX III- Sample Contract)

1.	✓		TJH
2.	✓		TJH
3.	✓		TJH

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
4.	✓		TJH
5.	✓		TJH
6.	✓		TJH
7.	✓		TJH
8.	✓		TJH
9.	✓		TJH
10.	✓		TJH
11.	✓		TJH
12.	✓		TJH
13.	✓		TJH
14.	✓		TJH
15.	✓		TJH
16.	✓		TJH
17.	✓		TJH
18.	✓		TJH
19.	✓		TJH
20.	✓		TJH

VENDOR COMPANY NAME HELBLING ASSOCIATES, INC.
 AUTHORIZED SIGNATURE Thm J. Hill
 TITLE PRESIDENT
 DATE 12/16/2015

Tab 2: Contact Information

Individual responsible for Vendor's proposal and negotiation during the process:

Name: Mr. Wesley R. Miller
Title: Managing Director
Email: wesm@helblingsearch.com
Address: Helbling & Associates, Inc.
9000 Brooktree Road, Suite 150
Wexford, PA 15090
Phone: (724) 935-7500 ext. 120 (work)
(412) 841-5180 (cell)

Individuals who should receive any notices related to this contract, if awarded:

Name: Mr. Wesley R. Miller
Title: Managing Director
Email: wesm@helblingsearch.com
Address: Helbling & Associates, Inc.
9000 Brooktree Road, Suite 150
Wexford, PA 15090
Phone: (724) 935-7500 ext. 120 (work)
(412) 841-5180 (cell)

Name: Ms. Tracy L. Boczkowski
Title: Managing Director
Email: tracyb@helblingsearch.com
Address: Helbling & Associates, Inc.
9000 Brooktree Road, Suite 150
Wexford, PA 15090
Phone: (724) 935-7500 ext. 101 (work)
(412) 614-1057 (cell)

Tab 3: Corporate Governance Documents

On the following pages, please find the following required documents:

- W9 Form
- Vendor Application
- Certificate of Good Standing from Helbling's State of Incorporation (Pennsylvania)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Helbling & Associates, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 9000 Brooktree Road, Suite 150	Requester's name and address (optional)	
	6 City, state, and ZIP code Wexford, PA 15090		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																															
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; font-size: 8px;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> </tr> <tr> <td colspan="9" style="text-align: center; font-size: 8px;">or</td> </tr> <tr> <td colspan="9" style="text-align: center; font-size: 8px;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 20px; text-align: center;">2</td> <td style="width: 25px; height: 20px; text-align: center;">5</td> <td style="width: 25px; height: 20px; text-align: center;">-</td> <td style="width: 25px; height: 20px; text-align: center;">1</td> <td style="width: 25px; height: 20px; text-align: center;">7</td> <td style="width: 25px; height: 20px; text-align: center;">8</td> <td style="width: 25px; height: 20px; text-align: center;">1</td> <td style="width: 25px; height: 20px; text-align: center;">3</td> <td style="width: 25px; height: 20px; text-align: center;">7</td> <td style="width: 25px; height: 20px; text-align: center;">9</td> </tr> </table>	Social security number																		or									Employer identification number									2	5	-	1	7	8	1	3	7	9
Social security number																																															
or																																															
Employer identification number																																															
2	5	-	1	7	8	1	3	7	9																																						

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>	

Sign Here	Signature of U.S. person ▶ <i>Nancy R. Bogdanuski</i>	Date ▶ <i>12/14/2015</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Florida International University
 Division of Finance and Administration - Purchasing Services Department
 Vendor Application Form

Part I - Vendor Contact Information

Vendor Name Helbling & Associates, Inc. Street Address 9000 Brooktree Road, Suite 150 City Wexford State PA Zip Code 15090 Country USA Business Telephone Number 7249357500 Business Fax Number 7249357531 Business Web/Email Address www.helblingsearch.com	Remit Address (if different): Business Type: Street Address City State Zip Code Country Federal Taxpayer Identification Number <input type="checkbox"/> Individual - US Citizen or US Resident (W-9 Required) <input checked="" type="checkbox"/> US Company - C-Corp, S-Corp, LLC, LLP, LC, LP (W-9 Required) <input type="checkbox"/> Foreign Company (W-8 BEN Required) <input type="checkbox"/> Non-Resident Individual (Notify Tax Section (305) 348-6764)
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Attention Vendors:

Florida International University (FIU) is proud to be a Tobacco and Smoke Free Campus which means that smoking and/or the use of any tobacco product is not permitted in any area of the university campus including buildings, green spaces, vehicles, and parking areas. Effective August 20, 2012, the university began enforcement of the smoke and tobacco free regulation. If you would like assistance in either managing your tobacco use while on campus or are interested in quitting your tobacco use, please visit tobacco-free.fiu.edu for a list of resources both on and off campus.

Part II - Small and/or Minority Status Information (Please check all that apply)

Federal Classifications	State of Florida Certified Minority Business Enterprises (CMBE)
<input type="checkbox"/> SBA 8(A) Certification <input type="checkbox"/> Small Disadvantaged Business <input type="checkbox"/> HUBZone Certification <input type="checkbox"/> Veteran <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> Vietnam Veteran <input type="checkbox"/> Women-Owned Business <input type="checkbox"/> Minority-Owned Business	<input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian/Hawaiian <input type="checkbox"/> Native American <input type="checkbox"/> American Woman <input type="checkbox"/> Service Disabled Veteran
Non-Certified Minority Business Enterprises (NMBE)	Non-Profit Organization
<input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian/Hawaiian <input type="checkbox"/> American Woman <input type="checkbox"/> Native American	<input type="checkbox"/> Minority Board of Directors <input type="checkbox"/> Minority Employees <input type="checkbox"/> Minority Community Served <input type="checkbox"/> Other Non-Profit

A. If you selected a classification that is certified by a Federal or State agency, please supply your certification number(s) and expiration dates for each certification and the agency or agencies name(s) that issued the certification with this application.
 B. To determine your Federal Small Business Size Standard, please access the US Small Business Administration's website: www.sba.gov/size. To look up your North American Industry Classification System Code (NAICS), please access the US Census Bureau website: www.census.gov/epcd/www/naics.html
 If you are using Federal Small Business Size Standards and NAICS, please enter the following information:

Qualifying Number of Employees _____ or Annual Amount (\$) **5,000,000** NAICS Code **561312**

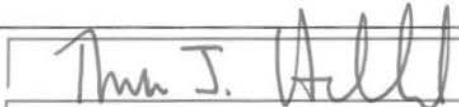
Part III - Purchase Order Delivery and Payment Preferences

By which delivery method do you prefer to receive Purchase Orders: Fax e-Mail Check EFT (Electronic Funds Transfer)

Please select payment method (Check Only One): Check EFT (Electronic Funds Transfer)

Part IV - Certification

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with Florida International University, I or my organization is in compliance with Chapter 112, Florida Statutes, conflict of interest, and that I have disclosed the name of any FIU employee who owns, directly or indirectly, an interest of 5% or more in the above organization or any of its branches. I further certify that I am not an employee of Florida International University.

Signature of Authorized Person 
 Name and Title of Person Signing **Thomas J. Helbling, President**
 FIU Department Contact name _____
 FIU Contact Phone _____

Florida International University
Purchasing Services Department
Modesto A. Maidique Campus - CSC 411
Miami, FL 33199
Phone: (305) 348-2161
Fax: (305) 348-1110
Website: <http://finance.fiu.edu/purchasing>

Please Print, Sign and Fax Electronically Completed Form to (305) 348-1110.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

12/11/2015

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

HELBLING & ASSOCIATES, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Pedro A. Contes
Secretary of the Commonwealth

Certification Number: TSC151211110735-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify.aspx>

Tab 4 – Vendor Experience and Qualifications

a. Company established

Helbling & Associates, Inc. (“Helbling”) was established in September of 1992 by Thomas J. Helbling.

b. History of Helbling & Associates, Inc.

Principal: Thomas J. Helbling, President

Location: Wexford, Pennsylvania

Please note that no companies have been incorporated into Helbling & Associates, Inc.

Helbling is a retained executive search consulting firm that specializes exclusively in facilities management, construction, real estate development, and engineering. Among our clients are many of the country’s most prestigious healthcare, higher education, public agency and corporate entities, as well as top general, specialty and heavy civil contractors, real estate development companies, and engineering firms.

Our specialization in **Facilities/Construction/Engineering** related recruiting and executive search makes us uniquely qualified to add significant value and expertise on behalf of Florida International University (“FIU”). Among the strengths, distinctions, and assets that will allow Helbling to successfully complete searches for FIU are:

- Our 18-member team approach brings together the knowledge and successes of our professionals’ combined 190+ years of recruiting experience. We offer the sophistication and resources of a large, national search firm but, as a specialized boutique operation, we bring a strong client focus, personalized consulting, and the attention to detail that builds long-term partnerships.
- We have completed more than 1,500 search assignments to secure professionals who meet the specific needs and qualifications of our clients.
- Through our consultative style, we provide an outside perspective of our client’s organization, competitive intelligence, and information on standards and practices specific to their environment.
- Our organization has an unparalleled determination to perform successfully on each search assignment we undertake, and the majority of our clients have retained us for multiple searches. This underscores our consultants’ abilities to place candidates who have both the technical backgrounds and personal characteristics that allow them to thrive within our clients’ organizations.
- Using a straightforward, direct approach, we provide our clients with all information gathered so they can make informed decisions.
- Our proprietary database of more than 240,000 contacts is compiled and maintained through ongoing research conducted by our consultants and researchers. By focusing on facilities, construction, real estate, and engineering, our consultants continue to develop strong networks of contacts with individuals in those arenas, giving them an immediate resource to call upon when conducting a search. Because of our expertise and the reputation we have for representing prestigious organizations and opportunities, these contacts know our firm, they trust our consultants, and they are willing to speak openly to share ideas and referrals of candidates. This is a critical component of executive search and it supplements the original research we conduct for each and every assignment we undertake.
- In selecting the Helbling team members to be involved in each search assignment, we consider prior recruiting experience, and select those consultants with the greatest number of contacts and an existing understanding of the industry, the positions to be filled, and the geographic region.

Tab 4 – Vendor Experience and Qualifications (continued)

Because of this, our search consultants have an advantage from their first contact with a potential candidate – not only is the Helbling name known, but the individual consultant’s name is respected. The resulting instant credibility and trust allows the consultants to have very candid conversations with potential candidates to learn their true motivations, interests, and qualifications.

c. President / Company Executive Officer

Thomas J. Helbling is the Founder and President of Helbling & Associates, Inc.

d. Helbling’s experience conducting searches in higher education or healthcare

Helbling has partnered with more than 70 public and private colleges and universities, healthcare systems, and academic medical centers, adapting our search process to suit each client’s hiring system and needs. For these clients, we secure individuals at middle, senior, and executive levels in a variety of capacities, and our expertise is in conducting searches related to facilities operations and maintenance, capital planning and development, utilities and engineering, parking and transportation services, and associated departments.

Due to our focus on recruiting individuals for positions related to facilities management, physical plant, engineering and utilities, construction, capital projects, architecture, and real estate with prominent higher education and healthcare entities throughout the United States, we have a thorough understanding of the nuances that are often particular to these roles, including the following:

- The facilities management and associated departments are key support functions to the academic, research, and public service goals of these organizations.
- In many cases, it is important and necessary for candidates to have the ability to communicate with a variety of individuals who have technical and non-technical backgrounds. The individuals who are typically most successful in these roles have the ability to provide a high level of “customer service” to the end-users of the institution. They are comfortable and effective in communicating with members at all levels within and surrounding the organization, including departmental directors, executive leadership, board members, and the community.
- Facilities-related roles are critical to providing an environment conducive to instruction and learning, research activities, and patient care, and it is often important for the individuals in facilities-related capacities to ascertain the objectives of the end-users and to balance those needs and wants with the realistic options that will align with cost and schedule parameters.
- It is important that individuals in these capacities have the ability to balance the resources of the facilities departments with the requests of end-users and to be able to articulate the reasoning behind final decisions.
- It is often necessary for facilities professionals to bring past experiences, a demonstrated resourcefulness, and the ability to operate within set guidelines when dealing with the diverse sources of funding for capital projects, deferred maintenance, facilities operations, etc.
- Within higher education institutions, leaders are often challenged with complex decision-making processes due to the procedures and bureaucracy that must be contended with, and Helbling is familiar with and able to assess the interpersonal skills necessary to navigate that environment.

Tab 4 – Vendor Experience and Qualifications (continued)

e. Qualifications of senior professionals likely to be assigned to University searches**Wesley R. Miller, Managing Director (Project Lead & Client Manager)**

Wes joined Helbling in 2005 and holds a Bachelor's degree in Communications from Florida State University. As a Managing Director, Wes' primary responsibility is to continue to grow, develop, and maintain our client base in the Southern United States, and to manage search assignments from inception through completion in the most efficient and effective manner. Wes specializes in conducting facilities management, capital program, and energy and utility assignments for colleges, universities, healthcare systems, and corporate entities. He also represents prominent developers, construction firms, and architectural / engineering groups. Among searches he has recently managed and is currently overseeing for higher education and healthcare clients are:

- *University of Maryland, College Park*: Associate Vice Chancellor, Chief Facilities Officer
- *University of Florida Health (Shands)*: Director, Facilities Operations
- *University of Florida Health (Shands)*: Director, Safety, Security & Transportation
- *University of Miami*: Director, Medical Space Planning
- *Texas Christian University*: Assistant Vice Chancellor, Facilities
- *University of Virginia Health System*: Administrator, Facilities Planning & Capital Development
- *University of Florida*: Director, Utilities & Energy
- *University of Florida*: Assistant Director, Energy Services (*current search*)
- *Vanderbilt University*: Associate Vice Chancellor, Facilities (*current search*)
- *Emory University*: Senior Director, Energy Strategy & Utility Operations
- *University of Kentucky*: Director of Utilities & Energy Management (*current search*)
- *Lehigh University*: Associate Vice President, Facilities Services & Campus Planning

Wes will serve as the Project Lead for any searches conducted on behalf of FIU, and he will be involved in all stages of the search process, including developing and implementing the strategy, recruiting and interviewing candidates, performing reference checks, and assisting in the negotiation and presentation of an offer to the selected candidate. Additionally, Wes will be the primary contact for FIU throughout the searches, and he will have final authority over decisions made in the search of candidates.

Richard T. Nawoczynski, Senior Managing Consultant

Rick, who holds a Bachelor's degree from Pennsylvania State University, joined Helbling in April of 1999, and in his more than 16 years with the company, he has developed an expertise in working with many of our higher education and healthcare clients. Among his successfully completed and current assignments for such clients are:

- *University of Michigan*: Associate Director, Utilities & Plant Engineering
- *Stanford University*: Associate Director, Energy Services Operations
- *University of Florida*: Director, Utilities & Energy
- *University of Florida*: Assistant Director, Energy Services (*current search*)
- *University of Kentucky*: Director of Utilities & Energy Management (*current search*)
- *University of Kentucky*: Director, Campus Physical Plant
- *Memorial Sloan-Kettering Cancer Center*: General Manager, Engineering Construction
- *Emory University*: Senior Director, Energy Strategy & Utility Operations
- *University of South Dakota*: Assistant Vice President of Facilities Management
- *University of North Dakota*: Associate Vice President, Facilities Management

Tab 4 – Vendor Experience and Qualifications (continued)

Rick may be assigned to a specific search for FIU, and he will work closely with Wes throughout all stages of the search process. He will be responsible for conducting research, discussing the opportunity with and recruiting prospective candidates, evaluating and vetting candidates, conducting references, and performing other activities related to the successful completion of a search.

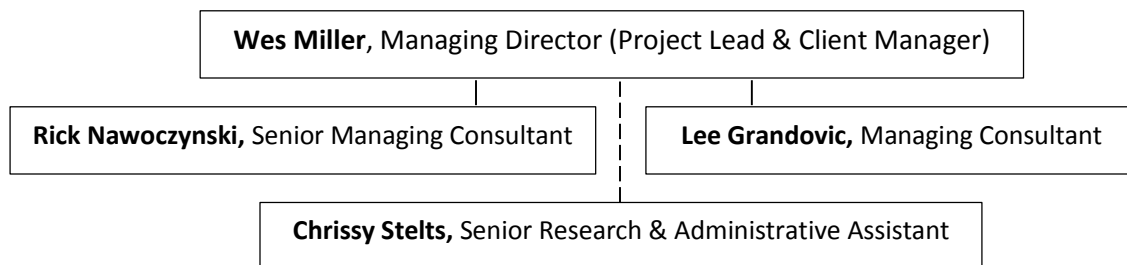
Lee Grandovic, Managing Consultant

Lee, who joined Helbling in early 2012, holds a B.A. in Secondary Education from Duquesne University. His experience includes representing general and specialty contractors, construction managers, corporations, hospitals, universities, and non-profit organizations in attracting and securing professionals for executive management, business development, construction operations, and facilities-related roles. Among his recent and current searches for higher education, healthcare, non-profit, and corporate clients are:

- *Texas Christian University*: Assistant Vice Chancellor, Facilities
- *Stevens Institute of Technology*: Vice President of Facilities & Campus Operations
- *University of Massachusetts Amherst*: Director, Transportation Services
- *TBC Corporation*: Vice President, Construction & Facilities Operations
- *Citibank*: Managing Director, Global Facilities
- *Glenstone Foundation*: Facilities Manager
- *Glenstone Foundation*: Director of Site Operations
- *Glenstone Foundation*: Director, Capital Projects (*current search*)
- *Memorial Sloan-Kettering Cancer Center*: Senior Project Manager
- *Central Park Conservancy*: Director of Visitor Experience

Lee may be assigned to a specific search for FIU, and he will work closely with Wes throughout all stages of the search process. He will be responsible for conducting research, discussing the opportunity with and recruiting prospective candidates, evaluating and vetting candidates, conducting references, and performing other activities related to the successful completion of a search.

f. Organizational chart of individuals who will be directly involved in this contract



Tab 4 – Vendor Experience and Qualifications (continued)

g. References where similar services have been provided (within the past four years) to higher education or healthcare institutions

1. Client: University of Florida Health, Gainesville, FL

Last Search: Completed November 24, 2014

Address: Box 100337, Gainesville, FL 32610

Contact: Bradley S. Pollitt, AIA, Vice President, Facilities

Phone: (352) 265-0111

E-mail: pollib@shands.ufl.edu

Contact: Gayla Beach, Director, Employment & Recruitment

Phone: (352) 265-0681 ext. 85398

E-mail: beachg@shands.ufl.edu

Helbling was retained in 2013 to conduct a search to secure the **Director, Facilities Operations** for UF Health. Due to the retirement of an individual who had served in this capacity for 30 years, UF Health was seeking a highly experienced Director to continue to focus on quality, growth, and sophistication in order to better serve the community. Facilities Operations provides building operations, preventive maintenance, and corrective maintenance services for all facilities within the Shands UF Campus, as well as for numerous outside facilities located throughout the greater Gainesville area (2.6 million+ total SF). The Director is responsible for a \$22M+ budget, multiple direct reports and a total staff of approximately 120. Helbling also successfully conducted a search in 2014 to secure the **Director, Safety, Security & Transportation** for UF Health.

“UF Health Shands Hospital has used Helbling & Associates on several difficult hires. Their ability to match specific employer requirements and potential candidates means we have better results in less time. Further, Helbling’s engagement through the orientation process helps all parties to adapt to new work locations. I would recommend Helbling & Associates and I will use them again.”

– Brad Pollitt, Vice President, Facilities, UF Health

“Helbling & Associates has helped us fill two key leadership positions at UF Health Shands. I’ve worked with many search firms over the years and I can attest to the thorough work done by the Helbling team. They did a great job of fact finding to understand the details of the positions we were seeking to fill, and to understand our organizational culture. Candidates were submitted very timely and with strong credentials. Most impressive is Helbling’s knowledge of the labor market in their specialty field and their ability to source and present a variety of candidates.”

– Gayla Beach, Director of Employment & Recruitment, UF Health Shands

Tab 4 – Vendor Experience and Qualifications (continued)

- 2. Client:** University of Maryland, College Park
Last Search: Completed November 3, 2014
Address: Office of the Vice President for Administration & Finance
2119 Main Administration Building, 7901 Regents Drive, College Park, MD 20742
Contact: Anne Martens, Assistant Vice President & Chief of Staff, Administration & Finance
Phone: (301) 405-4280
E-mail: amartens@umd.edu

Helbling recently completed a national search for the University of Maryland to secure the **Associate Vice President, Chief Facilities Officer**. This individual leads a workforce of over 800 staff members responsible for the physical campus, encompassing nearly 13 million SF of buildings; a combined heat and power plant and comprehensive underground utility infrastructure; and the design and construction of capital projects at the College Park campus and seven other University System of Maryland institutions. This individual also oversees the capital planning process and manages over \$250M in capital and operating expenses annually.

“Helbling & Associates successfully completed our Associate Vice President, Chief Facilities Officer search in an efficient and professional manner. I was impressed with the consultant’s knowledge of the facilities industry, communication throughout the process, and detailed vetting of candidates’ backgrounds and abilities. It was also refreshing that Helbling & Associates was able to adapt their search process to fit our needs. I will use the experience with Helbling as a benchmark as we embark on future searches outside the facilities division.”

– Anne Martens, Assistant VP and Chief of Staff, Administration & Finance

- 3. Client:** University of Florida, Gainesville, FL
Last Search: Current search, nearing completion
Address: Box 117700, Gainesville, FL 32611-7700
Contact: Curtis Reynolds, Vice President, Business Affairs
Phone: (352) 392-3261
E-mail: curtrey@ufl.edu

Helbling was first retained by the University of Florida in 2013 to conduct a search to secure a **Director of Utilities & Energy** for their 2,000-acre, 12 million SF campus. UF is a public land grant and research university with more than 50,000 students. This individual is responsible for oversight of all centrally managed campus utility systems and management of energy utilization for Campus and Health Center facilities, including maintenance, repair, infrastructure planning, integrated system control, and related administrative functions.

In August of 2015, UF again retained Helbling to assist in the recruitment of an **Assistant Director, Energy Services**. The search is currently in the final stages, with an anticipated completion prior to the end of December. Reporting to the Director of Utilities and Energy, the Assistant Director, Energy Services is responsible for and leads the campus-wide initiatives for Energy Management and Building Control Systems.

Tab 4 – Vendor Experience and Qualifications (continued)

- 4. Client:** Texas Christian University, Fort Worth, TX
Last Search: Completed October 19, 2015
Address: 2800 South University, Fort Worth, TX 76129
Contact: Todd Waldvogel, Associate Vice Chancellor for Facilities
Phone: (817) 257-7955
E-mail: todd.waldvogel@tcu.edu

Texas Christian University, situated on 275 acres and consisting of 118 buildings (4.1 million SF), retained Helbling to conduct a search for an **Assistant Vice Chancellor, Facilities** in order to identify an individual with superior qualifications for this newly created position. This individual manages, directs, and oversees the operation and supervision of the activities of the Physical Plant by developing, implementing, and maintaining policies and procedures for the efficient operation of Building Maintenance, Landscaping and Grounds, Facility Planning, Mechanical Systems, Electrical Systems, Facility Services and Resources Directorates; coordinates operations with campus capital construction projects; and provides direction for capital project management systems and processes.

h. List of Successful Filled Positions (in the past four years), including Client Name, Contact Information & Position(s) Filled

Following is a partial list of search assignments that Helbling has completed for a variety of clients in recent years. This provides an overview of the types of positions we have experience in filling for public and private higher education clients, academic health centers, corporations, non-profit groups, contractors, and developers of various sizes.

- 1. Client:** Nova Southeastern University, Fort Lauderdale, FL
Position: Director of Physical Plant
Contact: Jessica Brumley, Executive Director, Facilities
Phone: (954) 262-8835
E-mail: jw1263@nova.edu
- 2. Client:** Emory University, Atlanta, GA
Position: Senior Director, Energy Strategy & Utility Operations
Contact: Matthew Early, Vice President of Campus Services
Phone: (404) 727-7499
E-mail: mearly2@emory.edu
- 3. Client:** Glenstone Foundation, Potomac, MD
Positions: Facilities Manager
Director of Site Operations
Deputy Superintendent, Grounds
Director, Capital Projects (*current search*)
Contact: Tony Cervený, Chief Operating Officer
Phone: (301) 299-1270
E-mail: tony@glenstone.org

Tab 4 – Vendor Experience and Qualifications (continued)

- 4. Client:** JMH Development, New York, NY (HQ)
Position: Construction Manager, Miami, FL
Contact: Laura Garcia, Project Executive
Phone: (718) 302-9052
E-mail: laura@jmhdev.com
- 5. Client:** Rockefeller Group Development Corporation, New York, NY (HQ)
Position: Vice President, Design & Construction, Southeast Region, Atlanta, GA
Contact: Eleni Papadopoulos, Manager, Corporate Human Resources
Phone: (212) 282-2739
E-mail: epapadopoulos@rockgrp.com
- 6. Client:** TBC Corporation, West Palm Beach, FL
Position: Vice President, Construction & Facilities Operations
Contact: Peter Cooke, Vice President, TBC Real Estate
Phone: (561) 383-3000 ext. 4324
E-mail: pcooke@midas.com
- 7. Client:** Balfour Beatty Construction, Dallas, TX (HQ)
Positions: Regional Vertical Leader, Mission Critical, East, Durham, NC
Vice President, Healthcare, Southern CA
Operations Director, Durham, NC
Director, Integrated Projects, Atlanta, GA
Director, Mission Critical, Portland, OR
Business Development Director, Atlanta, GA
Project Executive, Mission Critical, Carolinas
Senior Project Managers, Multifamily, Washington, DC; Houston, TX; Orlando, FL
Contact: Louyse Poirier, Senior Vice President of Human Resources, East Region
Phone: (954) 585-4246
E-mail: lpoirier@balfourbeattyus.com
Please note that the phone and e-mail provided will be active through the end of 2015; after that time, Louyse may be reached on her cell: (954) 914-1761.
- 8. Client:** David Boland, Inc., Titusville, FL
Positions: Executive Vice President
Construction Manager(s)
Contact: Susan Rosonina, Human Resources Director
Phone: (321) 269-1345 ext. 236
E-mail: susan.rosonina@dboland.com
- 9. Client:** Quality Technology Services, Atlanta, GA
Positions: Strategic Procurement Director
Preconstruction Manager
Contact: Matt Tyndall, Executive Vice President, Property Development
Phone: (678) 835-5441
E-mail: matt.tyndall@qtsdatacenters.com

Tab 4 – Vendor Experience and Qualifications (continued)

- 10. Client:** University of Pittsburgh, Pittsburgh, PA
Positions: Associate Vice Chancellor, Facilities
Assistant Vice Chancellor, Planning, Design & Construction
Contact: Steve Ferber, Assistant Vice Chancellor, Human Resources
Phone: (412) 624-8166
E-mail: smf200@pitt.edu
- 11. Client:** Northeastern University, Boston, MA
Positions: Associate Vice President, Planning, Design & Construction
Assistant Vice President, Fiscal & Management Services
Associate Director, Trade Operations
Program Director, Design & Construction
Senior Project Managers
Contact: Nancy May, Vice President of Facilities Administration
Phone: (617) 373-2623
E-mail: N.May@neu.edu
- 12. Client:** Stanford University, Stanford, CA
Positions: Assistant Director of Energy Services Operations
Director of Parking & Transportation
Contact: Joe Stagner, Executive Director, Sustainability & Energy Management
Phone: (650) 721-1888
E-mail: jstagner@stanford.edu
- 13. Client:** University of Massachusetts Amherst, Amherst, MA
Positions: Director, Design & Construction Division
Director, Physical Plant Division
Director, Transportation Services Division
Contact: Juanita Holler
formerly, Associate Vice Chancellor, Facilities & Campus Planning, UMass Amherst
(Juanita was the hiring manager for the three searches conducted for UMass Amherst.)
currently, Associate Vice President, Facilities Management, Cal Poly, San Luis Obispo
Phone: (805) 756-2100
E-mail: jmholler@calpoly.edu

Tab 5 – Search Process

a. Describe the Firm’s Search Process

Following is an overview of the Helbling search process, which has been refined to ensure that it is systematic, thorough, and efficient. Because each search assignment is unique, we will tailor the general steps of this process to meet the specific needs and requirements of FIU. We interpret our role as being the facilitator of all search-related activities, with the ultimate goal of providing FIU with a selection of the most suitable candidates for the open position. It is our responsibility to perform our due diligence, considering, approaching and attracting a variety of individuals; educating FIU on available candidates and what each would offer; and, ultimately, enabling FIU to make an informed decision that will result in the hiring of an individual who will make a positive impact on the University.

Throughout the search process, we will maintain direct and honest dialogue with the Search Committee members, and we ask that they reciprocate, as it will help the assignment to progress, will allow for redirection if necessary due to changing conditions, and will provide a basis for Helbling and FIU to openly discuss how to navigate any issues that are encountered.

Helbling’s principal, President Thomas J. Helbling, monitors each search that our firm conducts, and he obtains weekly updates from the Project Lead assigned to manage a search. He ensures that the assignment is being conducted in a thorough and efficient manner, and he will become involved in the daily activities of a search, if necessary.

PHASE ONE: Client Orientation & Search Definition

- **Client Orientation** – Ideally, Helbling’s process begins with a personal meeting to further understand FIU, including the campus culture, long- and short-term objectives of the institution and the department, and known and potential issues surrounding the search assignment. This comprehensive understanding provides a solid foundation for true collaboration between Helbling and the University, allowing us to discuss and develop a strategy that thoroughly addresses the organization’s needs. Additionally, when conducting searches for facilities/construction/engineering related roles, we find it very helpful to become acquainted with our client’s setting, as it allows us to more vividly describe the organization and the role with potential candidates. It is also advantageous to meet with the various FIU members who will work with Helbling on a particular search (i.e., search committee chair / members, Human Resources employees, etc.).
- **Definition of Search Parameters and Strategy Development** – Working collaboratively with the University’s Search Committee, we will develop a position description (or refine an existing position description, if available), defining key competencies and ideal criteria, which will serve as the measures by which both Helbling and the University will evaluate potential candidates. Specific items to discuss in more detail include:
 - day-to-day duties for the position
 - expectations of the position
 - challenges that the individual will be facing
 - opportunities that will be associated with this role
 - qualifications that would be ideal for the selected individual
 - organizational structure / reporting relationships relevant to the role
 - how this position interacts with other departments and employees of FIU
 - an overview of individuals who will report to this position according to title
 - intangible traits that are desirable in candidates
 - feasible compensation parameters (base salary, any bonus potential, and benefits offered)

Tab 5 – Search Process (continued)

Keeping your goals and parameters in focus, we confer with you to create a customized and comprehensive strategy to conduct a national search to identify and attract qualified candidates, discussing resources and target organizations, and how the opportunity will be presented in the marketplace. In addition to identifying individuals from other universities and colleges, depending on the role to be filled and the qualifications desired, we will often look for “out-of-the-box” candidates who may be with corporate entities, large non-profit groups, public agencies, and the architectural / engineering / construction (A/E/C) community.

Direct recruiting is at the heart of our approach to all search assignments as it assures the most effective results within a fast-changing landscape. However, if desired by FIU, we can suggest an advertisement campaign, which would likely consist of online postings with national, regional, and / or industry-specific associations and publications. Additionally, given our vast network of contacts throughout the United States, we have the ability to prepare and send an approved broadcast email to targeted individuals who may be able to offer candidate referrals and recommendations, or who may be potential candidates themselves. We have found this to be productive in searches for other clients, as it reaches a large number of individuals, and typically generates possible candidates, in a relatively short time frame.

During this phase, we will also discuss the desired and agreed upon timeline for activities and significant search milestones, and outline a schedule for providing feedback and maintaining regular communication with the University representatives.

PHASE TWO: Strategic Research and Evaluation

- **Candidate Identification** – Helbling conducts targeted research within the organizations outlined in Phase One, gathering new intelligence, using our industry relationships, and referencing information within our proprietary database of more than 240,000 individuals related to the areas of facilities, construction, real estate, and engineering.

The result of our thorough information-gathering is a preliminary list of professionals to be directly recruited or contacted for referrals. We supplement this with internal candidates who express an interest in the opportunity, as well as with individuals who are nominated by members of the FIU community. At this stage, the key is to pre-qualify those individuals who have the responsibility that is essential for the role to be filled, while meeting the minimum requirements identified when reviewing and finalizing the position description during Phase One. Our strength lies in our ability to identify and attract candidates who are not looking for a new opportunity, but given the right set of circumstances, would consider making a change.

- **Candidate Recruitment & Evaluation** – Because many of the best candidates are not actively seeking new employment, it is critical that Helbling’s consultants gain the trust and respect of candidates at this stage of the process. As a result of the Client Orientation phase of our search process, our consultants will be prepared to effectively and dynamically discuss with each candidate the unique opportunity being presented, as well as the ambitions and goals of the University. Our credibility and knowledge of the industry further enhance our ability to attract these candidates by discussing the opportunities that the University provides in comparison to those available with their current employers. Seeking out candidates who are not actively looking for a new opportunity and encouraging them to consider doing so is a significant part of our search process, as we have found these candidates often bring the highest level of skill to our clients’ organizations.

Tab 5 – Search Process (continued)

Our consultants vet potential candidates through an intensive and detailed evaluation process that is aligned with the criteria established in Phase One. Through phone interviews, they learn about each individual's abilities, education, experience, and personal motivations, strengths, weaknesses, and management style. While technical skills are important, the right cultural fit is crucial and significantly impacts the placed individual's long-term success. Our consultants isolate the specific experiences and characteristics of each candidate in order to bring the most qualified and promising individuals to the forefront.

PHASE THREE: Candidate Selection, Negotiations and Integration

- ***Interviews and Compensation Negotiations*** – If feasible, our consultants may request permission to conduct a first round of face-to-face interviews to further assess candidates prior to scheduling meetings with the FIU representatives. As the candidates are evaluated, we present all qualified prospects, sharing resumes and consultant comments that provide insight into the intangibles of each candidate. We present detailed information on each candidate's experience, education, motivations, strengths and weaknesses, "hot button" issues, and potential areas of concern.

With the FIU contacts, we determine the individuals to be interviewed; coordinate all meetings; assist, if needed, in making necessary travel arrangements; and help to prepare the client representatives for all interviews, including assisting in the development of questions, if requested. While not a standard part of our search process, if desired, our consultants can be present for and participate in the candidate interviews conducted by the University. Following interviews, we provide feedback to all parties (client members and candidates), and work with the search representatives to produce a short list of candidates who will be further assessed.

As the short list of candidates is vetted to determine the finalist candidates, our consultants conduct extensive reference checks as the second round of interviews take place. We speak with a number of individuals to garner information from various angles, in order to present the most comprehensive references possible for each finalist. Once acquired, written summaries of the references are presented to FIU. If requested, Helbling is also able to assist with candidate background screenings through a third party organization.

When the University is prepared to extend an offer to the selected finalist, Helbling consults with the representatives to assemble and present an appropriate compensation package.

- ***Integration*** – To assure mutual satisfaction, Helbling maintains frequent communication with our FIU contacts and the successful candidate following the completion of the search. We are committed to ensuring that the integration of the newly hired professional progresses smoothly, that both parties' expectations are met, and that goals continue to be achieved. Additionally, we believe it is a courtesy to inform those who are not selected for the role, and we will provide an official notification to each person as appropriate.

Tab 5 – Search Process (continued)

Model search timeline

Below is a general, estimated schedule for our search process. Please note that these are approximate timelines to be discussed with the University prior to the initiation of search activities.

Meeting a schedule such as this will be dependent on the University representatives providing prompt feedback, being available to conduct interviews at the designated and agreed-upon times, and maintaining momentum to keep the search progressing.

Search Process Stage	Estimated Time Allotted
<ul style="list-style-type: none"> ● Phase One: Client Orientation & Definition of Search Parameters <ul style="list-style-type: none"> ○ Client orientation meeting ○ Development and approval of position description ○ Discussion of search strategy with client 	1 week (total)
<ul style="list-style-type: none"> ● Phase Two: Candidate Identification & Recruitment <ul style="list-style-type: none"> ○ Research to identify pool of potential candidates ○ Direct recruitment of candidates and solicitation of referrals from network of contacts (Note: first group of candidate resumes are typically presented to client during 4th week of direct recruiting) 	2 to 3 weeks 4 weeks
<ul style="list-style-type: none"> ● Phase Three: Candidate Selection, Negotiations & Integration <ul style="list-style-type: none"> ○ Helbling begins interviewing candidates (if approved) ○ First interviews with FIU ○ Second interviews with FIU ○ Offer presented to candidate ○ Offer accepted ○ Candidate resigns from current company ○ Candidate joins FIU 	1 week 2 weeks 2 weeks 1 – 2 days after 2 nd interviews 2 – 5 days after offer presented 2 – 3 days after offer accepted 2 – 3 weeks after resignation
TOTAL ESTIMATED SEARCH TIMELINE:	12 to 15 weeks

Project management techniques to ensure an effective and timely national search

- We designate a Project Lead who serves as the primary contact for all client communication. This Project Lead works closely with the Search Consultant who is assigned to a specific search (this individual serves as a secondary contact), and they keep one another apprised of all communication that occurs with the University. Having secondary contacts ensures that someone from our project team is available to take FIU’s calls and respond as needed.
- We prepare a search calendar, which includes target “milestone dates”, at the outset of each recruiting assignment and share it with FIU. This creates a schedule for everyone to adhere to so that expectations are defined, and the process moves forward smoothly.
- We create and share a search plan, which outlines the specifics of the approach to take in identifying potential target organizations and candidates. This gives the University search representatives an opportunity to provide feedback and suggestions before the search plan is implemented.
- We have a client portal on our company website, which can be customized to the needs of FIU. This secure site can be used to readily share information, including the search calendar, the search plan, candidate resumes, candidate interview schedules, etc.
- We maintain frequent communication between our project team and the Search Committee to manage expectations on both sides. We encourage scheduling a weekly phone call between both organizations to discuss the progress of the assignment, answer any questions that have developed,

Tab 5 – Search Process (continued)

and allow for an organized method of sharing information. Our consultants are also available by cell phone or e-mail at any point during the search, and, if desired, can meet with University representatives at various points of the search in order to more thoroughly review the candidates.

- We use the project management features of our proprietary database to track our performance and progress on the assignment. This can also be used to create status reports to be submitted to University representatives on a regular basis, as requested, and it is also used to track documents related to the assignment. This creates a single point of information, which is accessible by all employees of Helbling.

Methodology in searching for “hard-to-fill” senior and mid-level positions

Typically, the searches that Helbling conducts are for positions that would be considered “hard-to-fill” due to the desired qualifications and experience, the limited availability of candidates, and the competition for uniquely qualified individuals. Our methodology in searching for individuals for these roles is to use our widespread network of contacts to obtain referrals of “passive” candidates who are not actively searching for a new opportunity, but are likely to have the credentials required for the role. Additionally, we discuss this topic with clients at the outset of a search and, together, we determine the parameters for suitable candidates; often, we will encourage clients to consider individuals who are in environments outside of higher education (such as healthcare, military, corporate, etc.) because that expands the pool of candidates and it may also provide candidates who offer an alternate skillset and perspective.

b. State firm’s capabilities in providing assistance during the interview process

Helbling can provide assistance in any or all of the following areas during the interview process:

- maintaining communication and correspondence, as appropriate, with applicants;
- obtaining availability of candidates and FIU search committee members and coordinating interviews;
- assisting in making travel arrangements, as needed, for candidates to interview with FIU;
- collaborating with FIU representatives to develop questions for each round of interviews;
- sharing information on candidates to facilitate interview discussions related to motivations, potential issues that might prevent the acceptance of an employment offer, etc.;
- preparing a “scorecard” to evaluate candidates throughout the interview process;
- providing feedback to candidates and search committee members following interviews; and
- notifying candidates, as appropriate, when they are not selected to proceed in the interview process.

Helbling does provide a client portal on our company website, which can be customized to the needs of FIU. This is a secure, password-protected site that can be used to readily share information, including the search calendar, the search plan, candidate resumes, candidate interview schedules, etc.

Tab 5 – Search Process (continued)

c. Describe the process by which your company verifies all education degrees of candidates

Prior to the first round of interviews, Helbling will verify the degrees of all candidates selected to meet with FIU. In most cases, we use National Student Clearinghouse (“NSC”) as a means of verifying education, and we will share with FIU a copy of the verification document provided by NSC. If the candidate’s college or university is not in the NSC’s database, we directly contact the Registrar’s Office to obtain verification of degrees or attendance, and when possible, we request a copy of the degree and share that with FIU.

Additionally, if a candidate has Professional Licenses or Registrations, we attempt to verify those as well.

Provide detail on coordination of obtaining credit/financial background check and litigation background check

Helbling typically engages a background screening services company, Employment Screening Services (“ESS”) located in Birmingham, AL, to conduct credit/financial and/or litigation background checks, upon client request. We manage the entire coordination of the process, including providing the required release forms and documents to the candidate and submitting the completed forms to ESS to request the desired background check(s). ESS allows us to customize each background check based on what a client requires, and prior to requesting a screening, we will discuss with FIU the necessary components to include. Once the full report is complete, we will share the results with FIU.

d. Describe how firm handles candidate reference checks

Helbling typically conducts candidate reference checks as part of our search process, but we understand that some clients prefer to conduct all or some reference checks on their own, and we are able to work with the client to determine the best approach.

In the early stages of the interview process, Helbling’s consultants ask candidates to provide names and contact information for a variety of potential references so we are prepared to conduct references as subsequent rounds of interviews take place and finalists are determined. Our objective is to conduct references with individuals who have varying relationships with the candidates: peers, supervisors, vendors, direct reports, etc. This allows us to learn about the candidates from various angles and perspectives. We ask questions to learn about the candidate’s accomplishments, management and leadership styles, communication skills, strengths and weaknesses, and any other specific items pertinent to the role he or she is being considered for. Once references are completed, we provide written summaries to the FIU representatives.

e. State the firm’s internal screening methodology that produces the most viable candidates

Helbling has the ability to use a variety of internal screening methodologies (phone conversations, Skype / video conferences, in person meetings) to assess candidates, and we can adapt to a specific approach if requested by our client. Most often, in the interest of cost-effectiveness and timeliness, we conduct in-depth phone screenings to evaluate candidates.

Regardless of the methodology, during these conversations, we thoroughly discuss each individual’s work history, accomplishments, education, interests and motivations, potential issues that could prevent a change in employment, ability to relocate (if applicable), and compensation history and salary requirements.

While a face-to-face meeting may provide some advantages (i.e., it can be easier to develop a rapport with an individual during a personal meeting), we are comfortable using any of the methodologies mentioned to thoroughly produce viable candidates.

Tab 5 – Search Process (continued)

Provide examples of external screening tools in providing past controversies with which a candidate has been associated

Helbling often conducts online searches using search engines available to the public to identify possible issues or past controversies with candidates have been associated. We also use candidate reference checks as an opportunity to identify potential areas of concerns, and with our experience in the industry, we are also able to connect with members of our network of contacts to discreetly acquire information on candidates.

f. Provide to the University a salary comparison of the position among peer institutions early in the process

With our focus on construction / facilities / engineering executive search, we can share general information based on our knowledge of individuals in similar roles with peer institutions. This is an important item to discuss early in the search process to ensure that the candidates we are identifying and recommending are aligned with the salary parameters determined by FIU.

g. Develop and provide the University a timeline from search initiation and establishment of expectations through candidate selection, negotiation, and search completion

Please see the sample search timeline provided on page 16 for detailed activities for each stage of the search process.

<p>Stage 1: Client Orientation & Search Parameters (approximately 1 week)</p> <p>Milestones & Deliverables</p> <ul style="list-style-type: none"> ○ Search kickoff meeting between Helbling and FIU ○ Finalization and approval of position description ○ Comparable salary information from peer institutions ○ Search calendar, including schedule for weekly update calls between Helbling and FIU
<p>Stage 2: Candidate Identification & Recruitment (approximately 5 to 6 weeks)</p> <p>Milestones & Deliverables</p> <ul style="list-style-type: none"> ○ Search plan, including organizations likely to have potential candidates and advertising campaign (if appropriate) ○ Candidate resumes and summary sheets, with consultant comments and compensation details ○ Weekly update calls to discuss candidates and next steps
<p>Stage 3: Candidate Selection, Negotiations & Integration (approximately 4 to 5 weeks)</p> <p>Milestones & Deliverables</p> <ul style="list-style-type: none"> ○ Interviews scheduled and travel arrangements coordinated, if necessary ○ Interview questions developed for each round, if requested by FIU ○ Verbal interview recaps for each candidate, after each round ○ Written summaries of candidate reference checks ○ Offer to selected candidate ○ Notifications to candidates not selected ○ Ongoing follow-up with hired candidate and FIU’s hiring manager to ensure a smooth transition

Tab 5 – Search Process (continued)**h. Provide a list of successful recruiting by title and institution of higher education or healthcare**

Higher Education or Healthcare Client	Position Filled
Brown University, Providence, RI	Assistant Vice President, Facilities Operations
Brown University, Providence, RI	Manager, Preventive Maintenance
Carolinas HealthCare System, Charlotte, NC	Assistant Vice President, Real Estate Services
Carolinas HealthCare System, Charlotte, NC	Director, Environment of Care
Case Western Reserve University, Cleveland, OH	Director of Facilities Services
The College at Brockport (SUNY), Brockport, NY	Assistant Vice President for Facilities & Planning
Columbia University, New York, NY	Assistant Vice President, Manhattanville Operations
Continuum Health Partners, Inc., New York, NY	Corporate Vice President of Facilities & Real Estate
Cornell University, Ithaca, NY	University Architect
Cornell University, Ithaca, NY	Director of Construction Management
Dartmouth College, Hanover, NH	Director of Engineering & Utilities
Dartmouth College, Hanover, NH	Director of Planning, Design & Construction
Duke University, Durham, NC	Director of Facilities Operations, HDRL
Duke University, Durham, NC	Director of Utilities & Engineering
Duke University, Durham, NC	Associate Director of Planning & Design
Duke University, Durham, NC	Senior Project Managers
Duke University, Durham, NC	Steam Plant Manager
Highmark Health, Pittsburgh, PA	Vice President, Real Estate & Administrative Services
Massachusetts Institute of Technology, Cambridge, MA	Director, Utilities
Massachusetts Institute of Technology, Cambridge, MA	Program Manager, Utilities
Memorial Sloan-Kettering Cancer Center, New York, NY	General Manager, Engineering Construction
Memorial Sloan-Kettering Cancer Center, New York, NY	Executive Director, Major Capital Construction
New York-Presbyterian / Queens, Flushing, NY	Director, Real Estate & Property Management
New York-Presbyterian / Queens, Flushing, NY	Director of Facilities Planning
New York-Presbyterian Hospital, New York, NY	Senior VP, Facilities Development & Real Estate
New York-Presbyterian Hospital, New York, NY	Director, Project Management
Penn State Hershey Medical Center, Hershey, PA	Administrator, Support Services Integration
Pratt Institute, Brooklyn, NY	Chief Facilities Officer
Stevens Institute of Technology, Hoboken, NJ	Vice President of Facilities & Campus Operations
University of Chicago, Chicago, IL	Director, Engineering & Utilities
University of Chicago, Chicago, IL	Director of Preconstruction Services
University of Kentucky, Lexington, KY	Physical Plant Director
University of Miami, Miami, FL	Director, Medical Space Planning
University of Michigan, Ann Arbor, MI	Associate Director, Utilities & Plant Engineering
University of North Dakota, Grand Forks, ND	Associate Vice President, Facilities Management
University of North Dakota, Grand Forks, ND	Director, Capital Projects
University of Rochester Medical Center, Rochester, NY	Director, Utilities & Energy
University of Rochester Medical Center, Rochester, NY	Executive Director, Planning & Project Management
University of Virginia Health System, Charlottesville, VA	Administrator, Facilities Planning & Capital Devel.

Tab 5 – Search Process (continued)

i. Describe how the firm complies with the Final Rule for Section 503 of the Rehabilitation Act

As described in the ITN, Helbling will conduct searches in accordance with the Office of Federal Contract Compliance regulations. We will work with FIU to ensure that the process we use to compile applicant demographic and disposition information is in alignment with any University policies, and we will request that applicants self-identify their gender, race, and ethnic identification. This is something we have done in the past for a number of higher education clients, and we are comfortable coordinating and documenting this information in a compliant, confidential, and detailed manner for FIU.

Tab 6 – Financial Proposal

a. What is your firm’s proposed fee for providing the Services?

Helbling & Associates works on a retained basis. Our standard fee is **one-third (33.3%)** of the successful candidate’s first-year’s compensation package. This fee is paid by the client in three installments:

- (1) a non-refundable Retainer of one-third of the Estimated Fee is due at the time the agreement is signed and the search is initiated
- (2) a non-refundable Commission Advance of one-third of the Estimated Fee is billed 45 days from the date of the original signed agreement
- (3) the Final Billing is requested when the selected candidate begins employment, and is calculated to reflect the actual compensation package offered to and accepted by the candidate.

Would firm consider a fixed fee regardless of the final compensation provided to the successful candidate?

On a case-by-case basis, we would be willing to discuss and consider offering a fixed fee for a specific search. However, we do try to maintain consistency of terms and fee structure with our clients.

What expenses are billed to the client? Describe in detail the expenses for which it would seek reimbursement.

Additional associated search expenses, which are billed as direct expenses, may include the following:

- Travel costs, when necessary, for candidates outside of FIU’s geographic region to meet with the search representatives. Such expenses may include: airfare, hotel, subsistence, and transportation.
- Travel costs for Helbling consultants to conduct preliminary in-person interviews of candidates, if requested by the search contacts, or to meet with representatives of FIU throughout the search engagement.
- Advertising expenses, if applicable.
- Background checks of top candidates.

It should be noted that we request approval prior to making any travel arrangements or incurring any other additional expenses, and we provide receipts and documentation for all expenses.

Will there be any mark-up on expenses?

We do not mark-up expenses.

b. Vendor should include a fee structure and terms, including provisions for the following:

State the fee structure for a successful candidate’s voluntary or involuntary termination within the first year of employment.

Helbling will extend a 12-month guarantee. In the event, during this period, the successful candidate’s employment is terminated for any reason, whether by employer or by candidate, other than due to reduction in force, the role itself being redefined, and/or a cultural personality conflict, Helbling will again perform the search. No additional fee would be charged, but we would seek reimbursement of associated search expenses.

The University’s early termination of a search prior to position being filled

Helbling’s standard contract indicates that if the University cancels the search prior to the position being filled, the full Estimated Fee is due to Helbling. However, depending on the circumstances, we are willing to discuss and potentially negotiate a reasonable cancellation billing based on the time and effort expended at the time of cancellation.

Tab 6 – Financial Proposal (continued)

Vendor's procedures for a search where the firm is unable to provide an adequate pool of candidates.
We do not assume a search assignment if we do not believe we can be successful in securing a candidate and providing the level of service required and expected by a client. Because of that, we typically do not encounter a situation where we are unable to provide an adequate pool of candidates. In the unlikely situation where that does occur, we would discuss and negotiate a reasonable resolution for the remaining fee due by the University, if any, depending on the circumstances surrounding the lack of adequate candidates.

Vendor should provide any price incentive packages for multiple searches, etc.

In the event that the University engages Helbling to conduct multiple simultaneous searches, we are willing to discuss the possibility of reduced fees for the second and subsequent placements. Typically, the first placement is at our standard fee of one-third of the candidate's first year's total compensation; the second placement is at a fee of 30%; and third and additional placements are at a fee of 28.5%.

Vendor should provide fee schedule for all services requested.

As mentioned above in part a, our fee schedule is as follows:

- (1) a non-refundable Retainer of one-third of the Estimated Fee is due when the agreement is signed
- (2) a non-refundable Commission Advance of one-third of the Estimated Fee is billed 45 days from the date of the original signed agreement
- (3) the Final Billing is requested when the selected candidate begins employment, and is calculated to reflect the actual compensation package offered to and accepted by the candidate.

c. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.

Helbling will submit an invoice to the appropriate individual at FIU based on the fee schedule outlined. We prefer to submit PDF invoices via email, but we are willing to work with the instructions provided by FIU. We do not offer discounts for early payment of invoices.

d. Describe how the University will benefit from cost savings by accepting the firm's proposal.

The most significant cost savings benefits the University will realize will be through the value the candidates bring to a role, which will outweigh the investment (i.e., the search fee). Because of our specialization in providing executive search for construction/facilities/engineering roles, and with our focus on doing so for a large number of universities, Helbling's expertise and knowledge of these roles and the best-suited candidates is unmatched. Additionally, our complete involvement in all stages of the recruitment process saves time for the University staff who will not have to handle the advertising, screening of resumes and applicants, etc.

e. What are the firm's payment terms?

Helbling will offer payment terms of net 40 days.

f. State the firm's capability for accepting electronic payments through Automated Clearing House (ACH) and/or purchasing card, etc. and provide any additional discounts that may result from paying electronically.

Helbling is able to accept electronic payments through Automated Clearing House. We do not offer additional discounts for electronic payment.

g. Disclose any other fees that may be incurred by the University.

Helbling assesses a monthly service fee of 2.5% of the agreed upon Estimated Fee for administrative and additional overhead expenditures. These monthly billings will not exceed three (3) months.

Tab 7 – Cover Document & Addendum Acknowledgement Forms

On the following pages, please find the following required documents:

- Completed and signed competitive solicitation cover document
- Completed and signed Addendum Acknowledgement Form (for Addendum 1)

SUBMIT RESPONSE TO:

FLORIDA INTERNATIONAL UNIVERSITY
PURCHASING SERVICES
MODESTO A. MAIDIQUE CAMPUS
11200 SW 8th Street
CAMPUS SUPPORT COMPLEX – CSC 411
MIAMI, FL 33199
(305) 348-2161

INVITATION TO NEGOTIATE COVER DOCUMENT

("Solicitation")

ITN No. 56-001

RESPONSE OPENING (Date and Time):
December 17, 2015 @ 2:00PM EST

SOLICITATION TITLE:
Search Firms

Please refer to the above address for Response opening location

POSTING OF BID TABULATION AND NOTICES

The bid tabulation and notices of a decision or intended decision and recommended award related to this Competitive Solicitation will be posted at the Florida International University Purchasing website- <http://finance.fiu.edu/purchasing> and will remain posted for a period of 72 hours. Failure to file a protest in accordance with Florida Board of Governors' ("BOG") regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003, shall constitute a waiver of protest proceedings.

PURCHASING REPRESENTATIVE

Chandra Nix, Procurement Manager

VENDOR'S LEGAL NAME

HELBLING & ASSOCIATES, INC.

VENDOR'S MAILING ADDRESS

9000 BROOKTREE ROAD, SUITE 150

VENDOR'S CITY, STATE, ZIP

WEXFORD, PA 15090

VENDOR'S WEB ADDRESS

www.helblingsearch.com

VENDOR'S E-MAIL ADDRESS

helbling@helblingsearch.com

VENDOR'S FACSIMILE

(724) 935-7531

VENDOR'S TELEPHONE NUMBER

(724) 935-7500

VENDOR'S TOLL FREE NUMBER

n/a

By signing this document, I certify that this solicitation response ("response") is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this competitive solicitation and certify that I am authorized to sign this solicitation response for the Vendor and that the Vendor is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements. In submitting a solicitation response to the University, the Vendor offers and agrees that if the solicitation response is accepted, the Vendor will convey, sell, assign, or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the Vendor.

AUTHORIZED SIGNATURE (MANUAL)

THOMAS J. HELBLING, PRESIDENT

PRINT NAME AND TITLE

12/14/2015

DATE SIGNED



FLORIDA INTERNATIONAL UNIVERSITY

Purchasing Services
(305) 348-2161
FAX (305) 348-3600

December 9, 2015

ITN56-001
Search Firms

ADDENDUM #1

Re: Answers to Vendor Inquiries and revisions to Sections Section 1.4 Solicitation Response and Deliverables and Section 1.5 Evaluation Points.

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THIS EXECUTED DOCUMENT WITH YOUR RESPONSE. FAILURE TO EXECUTE AND RETURN THIS ADDENDUM FORM WILL DISQUALIFY YOUR FIRMS' RESPONSE.

This Addendum shall become part of your firms' competitive solicitation response and the subsequent contract documents if applicable. This addendum document must be attached to your Solicitation Response. Failure to execute this document and return of same with your firms' competitive solicitation response will be grounds for immediate disqualification.

Company Name HELBLING & ASSOCIATES, INC.

Address 9000 BROOKTREE ROAD, SUITE 150, WEXFORD, PA 15090

Telephone/Fax/Email (724) 935-7500 - Phone | (724) 935-7531 - fax
helbling@helblingsearch.com - email

Signature *Janey X. Prokhorovskii*

Form#PS008; CD04/03/07

Tab 8 – Information Regarding Alternate Brands or Equivalent Products Being Offered by Vendor

Helbling does not offer alternate brands or equivalent products.

Tab 9 – Information Regarding Subcontractors

Helbling does not employ subcontractors on its search assignments. All recruiting activities are done by our in-house team.

Tab 10 – Appendix II

On the following pages, please find Appendix II, which has been completed, signed and dated.

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, HELBLING ASSOCIATES, INC.

certify to the Florida International University that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - VENDOR'S AGREEMENTS

During the performance of this Contract, the Vendor agrees as follows:

- (1) The Vendor will not discriminate against any employee or applicant for employment because of face, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Vendor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Vendor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subVendor or Vendor. The Vendor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subVendor or Vendor as a result of such direction by the contracting agency, the Vendor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The Vendor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

VENDOR COMPANY NAME HELBLING ASSOCIATES, INC.
AUTHORIZED SIGNATURE Tom J. Hill
TITLE PRESIDENT
DATE 12/16/2015

Tab 11 – Appendix IV (if applicable)

Appendix IV is not applicable to Helbling.

Tab 12 – Certificate of Insurance

On the following page, please find a Certificate of Insurance for Helbling & Associates, Inc.

Tab 13 – Vendor’s Services and Warranties (if applicable)

Helbling’s warranty / guarantee has been described in Tab 6, part b:

Helbling will extend a 12-month guarantee. In the event, during this period, the successful candidate’s employment is terminated for any reason, whether by employer or by candidate, other than due to reduction in force, the role itself being redefined, and/or a cultural personality conflict, Helbling will again perform the search. No additional fee would be charged, but we would seek reimbursement of associated search expenses.

Tab 14 – Disclosures

Helbling does not:

- (a) Have employees having employment relationships with FIU, State of Florida, or any Florida State Agencies;
- (b) Have any FIU or State employee(s) owning an interest of 5% or more of Helbling's company or its affiliates or branches.

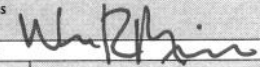
Tab 15 – Additional Information Requested in Competitive Solicitation or Addenda (if applicable)

Not applicable.

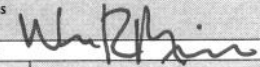
Tab 16 – Additional Pertinent Information Vendor Would Like to Provide

We believe all pertinent information has been provided throughout the proposal in response to the pointed questions and items outlined in the ITN. Helbling would welcome the opportunity to partner with Florida International University on executive search assignments pertaining to the areas of Construction / Facilities / Engineering and related disciplines, and we appreciate your time in reviewing our credentials.

Competitive Solicitation ITN56-001 Search Firms
Best and Final Offer (BAFO)

Signature: 

Date: 3/7/2016

Suppliers Name:	Helbling			Submitted by: Wes Miller, Managing Director				Signature: 				Date: 3/7/2016		
	Proposed Professional Fees	Indirect/Administrative Fees	Direct Fees	Candidate leaves or is terminated	Cancellation of search	Failed Search	Price Incentives	Early Payment Discount	Additional Hires	Internal Hires	Payment Terms	ACH/SUA/Pcard Payment	University & College Aggregate Annual Spend Discount	Individual Aggregate Annual Spend Discount
FIU's/SUS Financial Proposal Request	Flat fee per tier not to exceed 28% of starting salary for salary ranges as follows:<-\$150,000 salaries=\$35,000; \$150,000-\$249,999 salaries=\$50,000; >\$250,000=\$75,000. Other lower negotiated rate.	Flat \$1,500 or fee not to exceed 4% of the proposed fee with fee obligations not to exceed 3 months	Advertising; Videoconferencing; Candidate's travel; Consultant travel; all with receipts and no markup and with prior approval	If employee separates for any reason within 18 months, conduct another search at no cost except for direct expenses.	Fee will be cost incurred upon termination based on deliverables per payment terms.	Continue fully committed search efforts until search is completed at no additional fees.	If 2 concurrent searches by university, a 10% discount; 3 or more a 15% discount on professional fees. Ask for aggregate total spend discount.	3% if paid within 15 days	Half of fee for original search. No fee when candidate applies on their own. <i>To clarify the meaning of additional hires: If a candidate who is presented for an original search, is selected by the university for another position that the Hiring Authority determines they are a fit, we are asking for half of the fee of the original search. If the candidate applies to a position at the University that is not an original search on their own recognizance, the university will not have to pay a fee.</i>	Up to \$10,000 for position filled with candidate not presented by the firm.	1/3 upon signing agreement, 1/3 upon presentation of candidates, 1/3 when finalist accepts offer of employment.	ACH/credit card/SUA	Total of all Universities and Colleges aggregate spend exceeds \$500,000 a 1% discount and over \$1,000,000 an additional 1% discount for professional fees	University or College's individual total aggregate annual spend exceeds \$250,000 a 2% discount for professional fees
Supplier's Revised Financial Proposal	We have built our business off of treating existing and new clients the same. We would keep our fee at one-third (33.3%) of first year's compensation to maintain consistency.	Our standard is 2.5% of the estimated fee per month, not to exceed three months	This is our standard and agree; we would also ask for reimbursement of background checks, if Helbling is asked to conduct those.	Our standard policy is 6 months which we extended to 12 months for FIU. We would not be able to extend beyond this point.	Full fee would be incurred at any time of cancellation. We dedicate resources to assignments to insure they are successfully completed.	This is our standard practice	If two searches are concurrent we can extend a 10% discount.	We do not offer an early payment discount.	<i>Helbling's revised response: If a candidate presented by Helbling during the original search, is hired (within 2 years of when the candidate is presented to FIU) for another position for which the Hiring Authority determines they are a fit, we will offer a 10% discount off of our standard 33.3% fee. If a candidate presented by Helbling during the original search applies on his or her own for a position that was not part of the original search, Helbling will not be owed a fee.</i>	If we are going through our search process and dedicating time and effort we would expect our full fee. Part of our process is to not only bring qualified candidates, but to provide market intelligence which provides confidence for our clients when they make a final selection. We are not about placing a body, but providing our clients the information needed to hire the correct candidate.	We can accept this, but would advise not receiving payments after acceptance, but only after start. Candidates and/or employers can change their minds after acceptance. Our standard practice is to submit our final invoice after the candidate starts.	We can accept ACH payments. At this time, we do not accept credit card or SUA payment.	Agree	We will provide a 1% discount for this scenario.

Competitive Solicitation ITN56-001 Search Firms
Best and Final Offer (BAFO)

Signature: *W. Miller*

Date: 3/7/2016

Suppliers Name:		Helbling			Submitted by: Wes Miller, Managing Director			Signature:		Date:
Search Process	Candidate Evaluation	Search Updates	Interviews	Selection/Off er	Sunshine Laws/EEO/OFCC P Requirements	Candidate Experience	Background/ Reference Checks	Hard to Fill positions		
FIU/SUS Service Level Proposal Requests	No additional information needed.	No additional information needed.	<ul style="list-style-type: none"> How often and in what form are progress and status reports delivered? 	<ul style="list-style-type: none"> How does your firm assist the institution in scheduling interviews? 	No additional information needed.	<ul style="list-style-type: none"> How does your firm ensure adherence to Sunshine Laws? Will the firm work with our application process? How do you capture EEO demographic information? 	<ul style="list-style-type: none"> What are the service level agreements to ensure a great candidate experience? What are your minimum response times to candidate? 	No additional information needed.	<ul style="list-style-type: none"> What additional steps are taken to fill positions that are known to be hard to fill? 	
Supplier's Revised Service Level Proposal			We typically set up a standing weekly call and provide a weekly update, but updates can be provided at any point upon the client's request	Coordinate schedules, travel, logistics, and can purchase all necessary arrangements which is then invoiced to the client for direct reimbursement		We ensure compliance with the Sunshine Laws by maintaining all electronic records of the search process and maintain multiple on- and off-site electronic backup of our files and records. Yes, we will work with your application process. Depending on the client we capture EEO information in different ways.	We are very candid with positive and negative feedback, and provide closure of the search either verbally or by email. We maintain confidentiality with clients and candidates throughout the search process. We provide pertinent information and updates to each candidate throughout the process as quickly as possible, while maintaining the integrity search.		We discuss with the client the approach of expanding the source pool outside of us higher education when appropriate. Due to our expertise in a specific niche, we have the ability to leverage a network that has been built over 24 years.	

Please provide a best and final (BAFO) based on the negotiations conducted, and the revised proposal as outlined in this spreadsheet. There are additional items highlighted in BOLD that the committee has strongly requested to change in your best and final offer (BAFO). Please submit your best and final (BAFO) to the FIU Representative Chandra Nix at nixc@fiu.edu by 3/09/16. This information, along with the information submitted in your original proposal and revised proposal will be binding and considered during final evaluation.