

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 **ISAACSON MILLER, INC.**, a MASSACHUSETTS corporation, whose address is 263 Summer Street, Boston, Massachusetts 02210, 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 is authorized to incur the travel expenses outlined in the exhibits to this Agreement, 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.

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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, hold harmless, and defend the State of Florida, the Florida Board of Governors, FIU and their directors, officers, employees, agents, and affiliates (collectively, "Indemnified Parties") from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonably attorney's fees and costs), 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 Services, 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. However, Contractor's references, notes and resumes shall be excluded from being considered "Information." 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.

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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 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. John Fahy
Chief Financial Officer
Isaacson Miller, Inc.
263 Summer Street
Boston, MA 02210
jfay@imsearch.com

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

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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, expenses incurred, and/or services rendered and accepted by FIU through 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. **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.


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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:

ISAACSON MILLER, INC.

BY:

 CFO
NAME & TITLE: _____

DATE: 6/28/16

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

BY:


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

DATE: 7/1/16

By: 
Wendi Appelbaum
Assistant General Counsel

Date 6-21-16

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 (SMBE) 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 requests 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

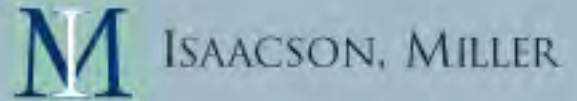
Vendor’s proposal should show evidence that they have the qualifications and experience to perform the scope of services and deliverables outlined in this ITN. The area(s) of expertise for which your firm is proposing to provide services in **Section 1.3 Scope of Services and Deliverables, item#1, Table 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.



*Recruiting exceptional leaders
for mission-driven organizations*

A proposal to provide
Executive Search Services to
Florida International University

ITN No. 56-001

December 16, 2015

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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>X</u>	_____	<u>jh</u>
1.1	<u>X</u>	_____	<u>jh</u>
1.2	<u>X</u>	_____	<u>jh</u>
1.3	<u>X</u>	_____	<u>jh</u>
1.4	<u>X</u>	_____	<u>jh</u>
1.5	<u>X</u>	_____	<u>jh</u>
1.6	<u>X</u>	_____	<u>jh</u>
1.7	<u>X</u>	_____	<u>jh</u>
2.0	<u>X</u>	_____	<u>jh</u>
2.1	<u>X</u>	_____	<u>jh</u>
2.2	<u>X</u>	_____	<u>jh</u>
2.3	<u>X</u>	_____	<u>jh</u>
2.4	<u>X</u>	_____	<u>jh</u>
2.5	<u>X</u>	_____	<u>jh</u>

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

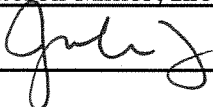
<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
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5.0	<u>X</u>	_____	<u>gh</u>
5.1	<u>X</u>	_____	<u>gh</u>
5.2	<u>X</u>	_____	<u>gh</u>
5.3	<u>X</u>	_____	<u>gh</u>
5.4	<u>X</u>	_____	<u>gh</u>
5.5	<u>X</u>	_____	<u>gh</u>
5.6	<u>X</u>	_____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

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

1.	<u>X</u>	_____	<u>gh</u>
2.	<u>X</u>	_____	<u>gh</u>
3.	<u>X</u>	_____	<u>gh</u>

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

VENDOR COMPANY NAME Isaacson Miller, Inc.
AUTHORIZED SIGNATURE 
TITLE Chief Financial Officer
DATE 12/16/15

APPENDIX I: EXCEPTIONS

4.0 Specific Terms

- **Section 4.1 – Replace existing paragraph with the following language:**
If FIU hire's a candidate whom Contractor has evaluated and recommended, and if FIU chooses to terminate the person for any reason excepting disability, change of ownership or organizational realignment, or if the person leaves for any reason excepting death or disability, or change of ownership or organizational realignment, within one year from the hired person's employment start date, Contractor will reopen the search and replace the person for no additional professional fee, provided that the new search commences within three (3) months of the employment termination date, unless FIU and Contractor mutually agree on a later re-launch date. FIU will be responsible only for ordinary reimbursable expenses and an additional 11% of the original fee to cover additional indirect expenses.
- **Section 4.3 – Replace existing paragraph with the following language:**
Successful Vendor will notify FIU prior to undertaking an executive-level search with another major public research university or land grant institution during the period lasting three (3) months after signing an addendum to begin a search for similar executive-level position at FIU.

Sample Contract

- **Section 11 – Replace existing paragraph with the following language:**
Contractor will adhere 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.
- **Section 13 – Replace existing paragraph with the following language:**
The Contractor is responsible for its performance under the Contract. The Contractor will indemnify, hold harmless, and defend the State of Florida, the Florida Board of Governors, FIU and its directors, officers, employees, agents, stockholders and affiliates (collectively, "Indemnified Parties") from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses (including without limitation reasonable attorney's fees and costs) from liability resulting from the gross negligent acts or willful misconduct of Contractor, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Contract. This provision shall survive termination or expiration of the Contract.

- **Section 15** – Add the following language after the first sentence:
Contractor’s references, notes, and resumes shall be excluded from being considered the property of FIU.
- **Section 18** – Insert the following contact information for “Notices to Contractor”:
John Fahy
Chief Financial Officer
263 Summer Street
Boston, MA 02210
(617) 262-6500
jfahy@imsearch.com
- **Section 19** – Change the second sentence to read:
FIU shall only be liable for payment of goods received and/or all fees invoiced for services rendered and all reimbursable expenses incurred through the date of termination.

Sample Addendum

- **Section 7** – Insert the following language:
Isaacson, Miller’s retainer fee is one-third of the amount that you agree to pay the hired candidate for the first year of employment, including without limitation salary, special deferred executive compensation, signing and performance bonuses, but not including contributions to federally qualified pension plans that are available to all employees, with a minimum fee of \$60,000.
- **Section 8** – Insert the following language:
We bill our retainer monthly in three equal installments based on an estimate of the cash compensation at the start of the search and make any necessary adjustment at the conclusion of the search. The first retainer is billed at the time the search begins with subsequent billings at 30 and 60 days.
- **Section 9** – Insert the following language:
Direct expenses will be billed as incurred on a monthly basis, upon the submission of a correct invoice and receipts to FIU.
- **Section 10** – Insert the following language:
FIU will pay an amount equal to 11% of the Retainer Fee to cover indirect expenses for this Engagement and administrative assistance. Such Indirect Expenses will be billed in monthly installments, along with our retainer. Original receipts are not available for these expenses.
- **Section 11** – Replace with the following language:
If you hire a candidate whom we have evaluated and recommended, and if you choose to terminate the person for any reason excepting disability, change of ownership or organizational realignment, or if the person leaves for any reason excepting death or disability, or change of ownership or organizational realignment, within one year from

the hired person's employment start date, we will reopen this search and replace the person for no additional professional fee, provided that the new search commences within three (3) months of the employment termination date, unless we mutually agree on a later re-launch date. You will be responsible only for ordinary reimbursable expenses and an additional 11% of the original fee to cover additional indirect expenses.

- **Section 12** – Add *new* Section 12 with the following language:
If you choose to terminate or discontinue our relationship at any time, your obligation to us would be limited to all fees invoiced and all reimbursable expenses incurred through the date of termination. If there is a significant change in the scope of the search or the agreed upon role definition, if the search is placed on hold by you for more than 60 days or if the search has not resulted in a hire within one year of start date, we will consider this contract terminated and a revised contract with adjusted fees, if necessary, will be negotiated. Our fees are non-contingent and non-refundable.
- **Section 13** – Add *new* Section 13 with the following language:
If, during the course of a search, we introduce a person who is hired for another position within twelve months of the closing of the original search, we will bill a separate fee of 25% of the first year's cash compensation.
- **Renumber “Capitalized Terms” as Section 14.**

TAB 2: CONTACT INFORMATION

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.

The individual(s) responsible for Isaacson, Miller's proposal and negotiation during this process, as well as the individual(s) who should receive any notices related to this contract if awarded, is:

Name: John Fahy
Title: Chief Financial Officer
Company: Isaacson Miller, Inc.
Address: 263 Summer Street, Boston, MA 02210
Phone: (617) 262-6500
Fax: (617) 986-7101
Email: jfahy@imsearch.com

TAB 3: CORPORATE GOVERNANCE DOCUMENTS

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.

Isaacson, Miller's corporate governance documents, as outlined above, are included on the following pages. We have previously conducted work with FIU under PO #FIU01-0000098667.

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.

Name (as shown on your income tax return) Isaacson Miller, Inc	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 263 Summer Street	Requester's name and address (optional)
City, state, and ZIP code Boston, MA 02210	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number																																										
<table border="1" style="width: 100%; height: 20px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																															
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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.

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.

Sign Here

Signature of U.S. person ▶

R. Odilon

Date ▶

1/15/14

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

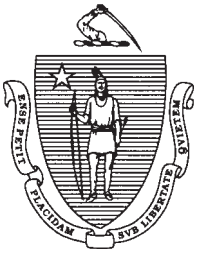
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: June 22, 2015

To Whom It May Concern :

I hereby certify that according to the records of this office,

ISAACSON MILLER, INC.

is a domestic corporation organized on **August 31, 1989** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in black ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 15063917610

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: nmc

TAB 4: VENDOR EXPERIENCE AND QUALIFICATIONS

a. Company Established

Founded in 1982, Isaacson, Miller is a mid-sized, focused national firm. We complete roughly 250 retained executive searches a year and have completed more than 5,500 searches over our history. The firm has grown steadily, and today, Isaacson, Miller stands alone as a large, national, retained search firm dedicated to the full range of public and civic missions.

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.

Isaacson, Miller is headquartered in Boston, MA, with additional offices in Washington, DC, and San Francisco. The following individual firm partners regularly conduct searches for academic and administrative leadership in higher education. Depending on the particular nature and timing of each recruitment, we would devise the most appropriate team for your needs.

- **Sheryl Ash** joined Isaacson, Miller in 1996 and works across the firm's education, philanthropy, arts and culture, and environmental practice areas. Having led numerous searches for presidents and deans of fine and performing arts colleges, she has built the arts education practice at the firm. In the foundation world, Sheryl has a particular depth of practice and interest in CEO-level searches for both family and community foundations. Her experience includes leadership searches for independent schools, museums, associations, and environmental organizations, as well as senior-level academic and administrative searches in many areas of the firm's higher education practice. Sheryl has a background in education prior to search work. She taught at the high school level in both public and independent schools. She was an instructor for the North Carolina Outward Bound School and also developed programs in Connecticut public schools for gifted students in the arts. Sheryl graduated summa cum laude, Phi Beta Kappa, from Cornell College with a BA in music. She holds a Master of Arts in Teaching degree from Wesleyan University and an MBA from the Yale School of Management.
- **Michael A. Baer** joined Isaacson, Miller in 2005. Michael's practice at Isaacson, Miller includes searches for deans, academic vice presidents, chancellors, and presidents at large public and private institutions. Michael joined the firm from the American Council on Education (ACE), the nation's most visible and influential higher education association. As Senior Vice President of ACE, Michael oversaw all programs, including those that identified and prepared women and minorities to move into senior administrative positions. He managed a staff of 100 and a budget of \$25 million. Prior to joining ACE in 1998, Michael served Northeastern University for eight years as Provost and Senior Vice President for Academic Affairs. A political scientist, Michael began his academic career at the University of Kentucky, where he was a professor and Department Chair before serving for nine years as Dean of the College of Arts and Sciences. He has led and served

on numerous national and community boards and published extensively on interest groups in American politics, civic participation, and in the area of state and local government. Michael holds a BA in chemistry and political science from Emory University and earned his MA and PhD in political science from the University of Oregon.

- **David Bellshaw** joined Isaacson, Miller in 1992, in Boston and founded the firm's office in San Francisco in 2003. Since its inception, Isaacson, Miller's presence and impact in the Western United States and Hawai'i has grown significantly with the current team of twenty supporting a full array of mission driven organizations and institutions which encompass public and private universities and liberal arts colleges; health sciences entities and academic medical centers; foundations; education reform organizations; research institutes; economic and community development; and environmental and advocacy organizations. David has deep experience recruiting for the most senior leadership roles in all of the firm's practice areas, including chief executive officers—presidents, chancellors, and executive directors; chief academic officers—provosts, deans, and chairs; and chief functional officers. David began his career in search with a major international corporate retained firm. David is an active leader within Isaacson, Miller, most particularly leading the San Francisco office and serving as a member of firm's Executive Committee. He holds a BS in business administration from the University of California at Berkeley and an MBA from the University of California at Davis.
- **Vivian Brocard** came to Isaacson, Miller in 2003 with nearly 20 years of executive search experience. Her practice focuses on leadership roles in higher education, healthcare, and research, with an emphasis on engineering, science, and technology. Her clients include universities, colleges, academic medical centers, research institutes, advocacy groups, and related organizations. She is also a member of the firm's Executive Committee. Prior to Isaacson, Miller, Vivian was a Partner with a corporate search firm headquartered in the Boston area. There, she helped grow and run the technology practice and led searches for senior executives in early stage technology companies and for functional leaders in both mid-sized and Fortune 500 corporations. Vivian's early career was in marketing and sales with Air France and Dennison Manufacturing Company. She later served in senior human resources and operational management roles with Resource Planning Associates, Inc., a strategy consulting firm serving the natural resource industries. Vivian earned a BA in French from Simmons College.
- **Sean E. Farrell** joined Isaacson, Miller in 2002 and has since worked on a variety of executive and director level recruitments. Sean has staffed searches for the secretary (CEO) of the Smithsonian Institution, president of The Andrew W. Mellon Foundation, president of The Annie E. Casey Foundation, and president of the W.K. Kellogg Foundation. He also has assisted in the recruitment of new board members for organizations like the Smithsonian and the World Wildlife Fund. His experience in the foundation world extends to the program officer level, assisting clients like the W.K. Kellogg Foundation and The Pew Charitable Trusts. Sean has also worked on a broad range of higher education searches for presidents, vice presidents, and deans for Yale

University, The University of Pennsylvania, The University of Chicago, and New York University. A particular focus has been leading searches for presidents of American Universities abroad, including searches in Bulgaria, Kuwait, Kyrgyzstan, and Singapore. Previously, Sean worked for an international consulting firm that links U.S. environmental professionals and firms with projects worldwide. He received his MA in international communication and his BA in international relations and philosophy from American University and has spent time studying in India.

- **Stephanie Fidel** joined Isaacson, Miller in 1995 and has led searches for leadership in academic medical centers, including dental and nursing schools, as well as in higher education institutions. She came to Isaacson, Miller after more than ten years of experience in academic medicine administration in Boston. Stephanie was the first External Affairs officer at Harvard Medical School, where she helped define, articulate, and advance the interests of the Medical School's broad constituency to state and federal government officials. After leaving the Medical School in 1991, Stephanie became the Administrator of the Medical Postgraduate Division in the Department of Medicine at Brigham and Women's Hospital. There, she worked with the Department of Medicine to oversee the Intensive Review of Internal Medicine (IRIM), an annual course designed both to prepare attendees for the ABIM Board examinations as well as to provide a comprehensive update in internal medicine and its subspecialties to practicing physicians. Stephanie earned her BA and MA in health services administration from the University of Michigan.
- **Julie Filizetti** came to Isaacson, Miller in 2007 after 16 years in higher education administration. Her practice at Isaacson, Miller focuses on higher education leadership roles including presidents and CEOs, vice presidents, provosts, deans, and directors. She has conducted searches in academic medicine, training and development, advancement, research, and technology. Before joining the firm, she was the Associate Provost for Academic Affairs at the Naval Postgraduate School in Monterey, California. She served as a fellow of the American Council on Education (ACE), the nation's premier higher education leadership development program that prepares senior leaders to serve American colleges and universities. She completed her fellowship at Willamette University in Salem, Oregon, during the 2005-2006 academic year. She also spent 12 years as a naval officer, rising to the rank of Lieutenant Commander. Julie is a member of the board of trustees of Menlo College and serves on advisory boards for Santa Clara University. She is a graduate of both Leadership Monterey Peninsula and Leadership California and is an active member of the San Benito County Community Foundation. She holds an EdD in higher education management from the University of Pennsylvania and is a graduate of Villanova University and the Naval Postgraduate School.
- **Denise O'Grady Gaffney** helped Isaacson, Miller launch its healthcare practice and has also led executive searches for higher education institutions, and professional associations. Her healthcare practice is focused on academic medicine, teaching hospitals, post-acute providers and includes the recruitment of chairs, deans, chief executive officers, and senior administrators. Her higher education clients include a broad range of colleges and universities. Denise spent the early years of her career working for

the White House Cabinet Committee on opportunities for Spanish-speaking people in Washington, DC. She then joined the Pan American Health Organization (PAHO), Regional Office for the World Health Organization, where she served for seven years in human resources and three years as the Chief Operating Officer of the Caribbean Food and Nutrition Institute, located on the University of the West Indies campus in Kingston, Jamaica. Denise earned a BA from Mary Washington College and an MPA from George Washington University.

- **Jack Gorman** joined Isaacson, Miller in 1995 and has spent his tenure building and broadening the firm's advancement practice. A member of Isaacson, Miller's emerging development practice early on, Jack assumed its leadership when he became a Vice President and Director in 2002. The firm's advancement practice has grown from a two-person team to its current size of 12 and focuses on cabinet-level advancement roles for clients in a range of sectors including higher education institutions; independent schools; research institutes; associations; foundations; and advocacy, conservation, healthcare, and visual and performing arts institutions. Jack has also led searches for chief executive officers and senior-level roles in communications and finance. He has built strong and lasting relationships with many organizations, working closely with them to build robust leadership teams. He maintains an extensive personal network in the field of institutional advancement and is a valued friend and advisor to both established and growing nonprofits across the country. Jack joined the firm as a consultant after serving as a senior financial executive for a leading healthcare organization. Jack is a member of Isaacson, Miller's Executive Committee and is active in the leadership of the firm. A native of Massachusetts, Jack earned a BA from Stonehill College.
- **Regan Gough** joined Isaacson, Miller in 2001 and has over 18 years of experience in executive recruiting for both nonprofit and for-profit organizations. She has served as an anchor in the firm's San Francisco office, helping to build the practice across a range of sectors, including higher education and healthcare. Regan has conducted numerous searches for presidential, cabinet, and senior-level executives in the West for universities and liberal arts colleges, academic medical centers, hospitals, art and design colleges, philanthropic institutions, and environmental and conservation organizations. Prior to joining Isaacson, Miller, Regan was a Managing Consultant for a subsidiary of a major international search firm and the sole proprietor of her own recruiting firm. She began her career in research at a boutique executive search firm. Originally from the San Francisco Bay Area, Regan holds a BA in English, cum laude, from Wellesley College in Massachusetts.
- **Jane Gruenebaum** joined Isaacson, Miller in 2004 with 30 years of experience in nonprofit management, advocacy, and academia. She has in-depth knowledge of strategic planning, resource development, executive training, and staff recruitment and retention. Over the course of her career, she has developed a national network of nonprofit leaders, political activists, academics, and foundation officers. Jane leads Isaacson, Miller's Washington, DC, office, where she focuses on searches for educational institutions, public policy organizations, associations, and foundations. She is also a member of the firm's Executive Committee. Previously, she served as Chief Operating Officer of the

Center for Policy Alternatives, an advocacy organization that advises state legislators. Prior to that, she served as Executive Director of the League of Women Voters and as Senior Staff in the Center for Public Policy Education at the Brookings Institution. Jane began her career as a congressional staffer. After earning a PhD in political science from Columbia University, she taught at both Columbia and Sarah Lawrence College before returning to Washington, DC, and to policy work. In addition to a PhD from Columbia University, Jane earned a BA in political science from Earlham College, and an MSc from the London School of Economics and Political Science.

- **Sarah Herman** joined Isaacson, Miller in 1997 to assist in recruiting finance officers for the Partners HealthCare System, Inc. In her tenure with the firm, she has recruited executives for a wide range of leadership roles in higher education, academic medicine, professional associations, and cultural institutions. For 17 years prior to joining Isaacson, Miller, Sarah held recruitment, management, and consulting positions in human resources with several Boston-area academic medical centers and teaching hospitals. She also worked for one of the nation's leading recruitment advertising firms. Sarah holds a BA in psychology from the University of Vermont.
- **Deborah Hodson** has conducted searches ranging from president to director level for a variety of higher education and nonprofit organizations. She joined Isaacson, Miller following two years as a principal for a boutique retained search firm. Deborah's earlier search experience includes business development and management roles at two San Francisco Bay Area boutique firms, and in total, she has 18 years of search and recruitment experience in the U.S., including four years with a well-known global search firm, where she gained broad functional experience in several industry practices. Deborah holds an MBA from Manchester Business School, a postgraduate certificate in education from the University of Bath and a BS from the University of Manchester, all UK institutions.
- **Philip Jaeger** joined Isaacson, Miller in 2003 with experience in higher education and human resources consulting. His practice at the firm is concentrated in academic health care, the biological sciences, and professional schools in higher education. Philip's clients include universities, colleges, academic medical centers, and professional organizations. Philip came to Isaacson, Miller from another executive search firm serving educational and nonprofit organizations. Prior to search, he worked at Cambria Consulting, a Boston-based consulting firm that specializes in human resource management, where he helped launch the company's executive coaching practice. He began his career at Hamilton College in the admissions office. Philip holds a BA from Hamilton College and an EdM in higher education administration from the Harvard Graduate School of Education.
- **Nancy Maull** joined Isaacson, Miller in 2010 after a career in teaching and higher education management. She first taught the history and philosophy of science at Yale University, moving on to administrative work and teaching at Harvard University. She went to the University of Chicago in 1985, where she served as the University's Dean of Students and then as its deputy provost. In 1993, she moved back to Harvard, where until her recent retirement, she served as Executive Dean of the Faculty of Arts and Sciences,

the faculty's Chief Operating Officer. She holds a BA from the University of Florida. At the University of Chicago, she earned an SM in biology and a PhD in the conceptual foundations of science.

- **Tim McFeeley** joined Isaacson, Miller in 2008 where his practice focuses on the legal, advocacy, and public policy sectors. His searches include those for deans of schools of law and public and international affairs, public advocacy campaign directors, and various leaders of policy think tanks and research institutions. Tim's life-long interest in American presidential history and the role of leadership in a democracy aligns perfectly with his practice at the firm. Tim came to Isaacson, Miller following a career as an attorney and then as a state and federal policy advocate and nonprofit executive. From 2001 until 2008, Tim was the Executive Director of the Center for Policy Alternatives, a national, nonprofit leadership and policy resource for state legislators. From 1989 to 1995, he served as Executive Director of the Human Rights Campaign, the nation's largest LGBT advocacy organization. Tim received his AB from Princeton University and his JD from Harvard Law School.
- **Gale Merseeth** joined Isaacson, Miller in 2004 and his practice at Isaacson, Miller is focused on leadership positions in higher education. Gale came to the firm after an extensive career in higher education, business, and government. For 13 years, Gale was a faculty member and administrator at Harvard Business School, where he served as Director of Admissions and Assistant Dean for Executive Education and External Affairs and taught in the areas of corporate strategy and regulatory policy. He was Founding Executive Director of the Massachusetts Educational Financing Authority (MEFA), where he developed an innovative system to provide loans for students at public and private colleges and universities in Massachusetts. He was President and CEO of The New England Council, a business association working with the region's governors and congressional delegation on economic development issues including energy, environment, and international trade. In 1987, he was appointed Founding Dean of The Peter F. Drucker Graduate School of Management at Claremont Graduate University. Gale has an AB in economics, an MBA, and a DBA from Harvard University.
- **Jacqueline Mildner** joined Isaacson, Miller in 2005, continuing her career in executive development for associations and higher education institutions. She has recruited leaders for Smith College, The George Washington University, University of Illinois at Chicago, Heifer International, and Big Brothers Big Sisters of Southeastern Pennsylvania. Before coming to Isaacson, Miller, Jackie led the Congressional Fellows Program of The Brookings Institution, which brought young, promising executives to Capitol Hill. At the International Women's Forum, she worked with women of accomplishment and prestige who served as mentors to women at the critical mid-point of their careers. Jackie holds a BA in international relations from Bucknell University and an MA in international affairs from The American University.
- **Monroe "Bud" Moseley** joined Isaacson, Miller in 1989 after a distinctive career in higher education and industry. Bud is skilled in conducting executive searches for a wide range of nonprofit clients, including small and large public, private, and faith-based

institutions, community and liberal arts colleges, as well as doctoral, research intensive universities and institutes. He has served organizations and agencies in human and social services, associations, and foundations, as well as clients working in healthcare, community development, advocacy, and social justice. Bud has recruited executive, administrative, and technical officers, whether titled president, chancellor, executive director, vice president, provost, dean, or director. He has worked with boards, search committees, and individual hiring officers, and is well known for listening intently to clients, before managing a rigorous search process designed to produce a talented, diverse pool of candidates, in a timely manner. After completing his Bachelor's and Master's degrees, Bud was a student affairs administrator at the University of Rhode Island and at Boston College. Before joining Isaacson, Miller, he was a human resources officer with domestic and global responsibility for recruiting at a technology corporation and at an international science and technology consulting firm. A committed contributor to a civil society, Bud serves on local, regional, and national boards, including the City of Boston Compensation Advisory Board, Boston Renaissance Charter Public School, Emerald Necklace Conservancy, and the National Affordable Housing Foundation.

- **John Muckle** originally joined Isaacson, Miller in 2003 where his work includes leadership searches across higher education, science and conservation, and K-12 education reform. John rejoined the firm in 2011 after working with Opera Solutions, an international management consulting firm serving Fortune 100 companies. In addition to leading operations projects for large financial institutions, John helped launch Opera's new practice area that serves research universities. Prior to 2003, John worked for three years in campaign finance law investigation and enforcement for the Federal Election Commission. John earned his AB at Dartmouth College and his MBA from the MIT Sloan School of Management.
- **John Roberts** recently joined Isaacson, Miller after having spent more than 30 years in a higher education career, serving most recently as Dean of the College of Liberal Arts and Social Sciences and Professor in the Department of English at the University of Houston. He has also served as Dean of Arts and Humanities, as well as Chair of the Department of African American and African Studies at The Ohio State University. Before his tenure at Ohio State, he was a professor in the Department of Folklore and Folklife and served as Director of the Afro-American Studies program at the University of Pennsylvania. In 2000, he was appointed Deputy Chairman of the National Endowment for the Humanities by the Clinton White House and served in that position until 2002. John has published widely in the fields of literature, folklore and African American studies. He is also past president of both the American Folklore Society (1996-1998) and the Association for African and African American Folklorists (1988-1994). He is a recipient of a Guggenheim fellowship and a fellow of the American Folklore Society. John received a BA from Tusculum College in Tennessee, an MA from Columbia University, and a PhD from The Ohio State University.
- **Daniel Rodas** joined Isaacson, Miller after a 25-year career in higher education administration. During his career, he has chaired, staffed, or facilitated over 50 executive searches for senior leaders in higher education, including presidents, vice presidents,

deans in numerous professions and disciplines. His experience also includes searches for administrative leadership in finance, enrollment management, and student affairs. Most recently, he served as Vice President for Planning and Vice President for Human Resources at Long Island University. He previously served as Provost of Southampton College, a residential liberal arts college affiliated with Long Island University. Prior to joining Long Island University, Dan was Assistant Vice President for Administration and Special Assistant to the Executive Vice President at Duke University. He has also held positions in the Office of the Provost at Stanford and in academic health affairs at Harvard. Dan earned a BA cum laude from Williams College, an EdM in education from Harvard University, and an MBA, Certificate in Public Management, and a PhD in higher education from Stanford University. He is active in numerous professional associations and recently completed a five-year term as a trustee of the College Board.

- **Rebecca Swartz** joined Isaacson, Miller in 2004. She spearheads a diverse portfolio of executive leadership searches for foundations, advocacy groups, public health and human service organizations, PreK-12 and higher education, as well as arts and cultural institutions. Rebecca also specializes in recruitment efforts for Jewish organizations. Her search work reflects her keen interest in organizational development, as well her commitment to supporting organizations serving social justice missions. Prior to joining the firm, Rebecca was a researcher at the Center for Gender in Organizations and the director of GesherCity Boston, a networking and resource program funded by Combined Jewish Philanthropies. She has also worked as a program manager for the Share Group, Inc., a professional services firm providing socially responsible organizations with consulting services and fundraising efforts. A native of Toronto, Canada, Rebecca holds an MBA from the Simmons School of Management and a BA in Politics and Women's Studies from Oberlin College.
- **Anita Tien** joined Isaacson, Miller in 2014 after two decades in higher education in a career that spanned academic affairs, student affairs, development, and central administration. At Wellesley College, she was on the faculty of the history department and later a member of the student life division; at Harvard University, she worked in Alumni Affairs and Development; and at Boston College, she was involved in preparations for its current capital campaign before becoming Chief of Staff in the Office of the Provost and Dean of Faculties. There, her responsibilities included coordinating searches for deans and other senior positions in academic affairs and serving as institutional lead for the university's online education efforts. Earlier in her career, she was Academic Dean at Walnut Hill School for the Arts, an independent secondary school offering a college preparatory program alongside pre-professional training in the arts. Anita earned a BA from Yale University, an AM from the University of Michigan, and a PhD from the University of California, Berkeley.
- **Liz Vago** joined Isaacson, Miller in 2001. She oversees a diverse portfolio of searches in K-12 and higher education, advocacy and social service organizations, civic institutions, and select mission-driven for-profit companies. Her practice includes niche experience in finance and in environmental advocacy. Before coming to Isaacson, Miller, Liz was Search Counsel for the Galler Group, a boutique firm focused on building fundraising

capacity for nonprofits. She worked in curriculum development, education, and professional development training for the Multiservice Eating Disorder Association (MEDA). Her early career included public relations direction, event planning, and performing arts. Liz holds a BA in psychology from Framingham State University and an MFA from Florida State University's Asolo Conservatory. She has served as board vice president for Salem Sound Coastwatch, an organization dedicated to protecting the environmental quality of the Salem Sound watershed. She is a founding member and former chair of Salem Recycles, an EPA Environmental Merit Award recipient.

- **Ponneh Varho** joined Isaacson, Miller in 2007. She brings to the firm an understanding of organizational governance and effective leadership, particularly within higher education. She has served a range of clients at both public and private research universities, as well as small liberal arts colleges up to the presidential level. Prior to joining Isaacson, Miller, Ponneh practiced law in Washington, DC, for five years. As an attorney, she worked closely with clients to routinely deliver professional services, advising and counseling them on sensitive matters. Her attraction to higher education administration stems from her experience at the University of Virginia where, among other things, she served as a student trustee and as a member of the University's Honor Committee. She holds a BA and a JD from the University of Virginia and an EdM in higher education administration from the Harvard Graduate School of Education.
- **Alan Wichlei** joined Isaacson, Miller in 1986. After a mid-career hiatus at Harvard University, he was persuaded to join the firm, where he has not only participated in nearly every practice area but where he also has contributed substantially to its management and development. He led the introduction of the firm's information systems and its professional development program and has consistently guided its knowledge management systems. His practice includes senior leadership searches for academic institutions, faith-based organizations, human service endeavors, private and community foundations, organizations redefining their mission and market strategies, and research university libraries. In his early career, Alan gravitated to innovative human service initiatives, helping translate imaginative concepts into practical programs. He co-founded the first psychiatric group home for adults in the state of Rhode Island. Over the next ten years, he grew this endeavor from a single program design in one residence to a multi-state agency providing the full range of residential and psychosocial rehabilitation services for the chronically mentally ill and their families. Alan earned his BA from Yale University and his MPA from the John F. Kennedy School of Government at Harvard University.

c. President/Company Executive Officer

John Isaacson, Chair

John Fahy, Chief Financial Officer

Lisa Savereid, Secretary

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.

Isaacson, Miller is a mission-driven business committed to the recruitment of powerful civic leaders who raise our own and our clients' competitive aspirations. We believe that civic organizations are essential to a strong civil society, a vigorous democracy, and to a free market economy. Civic institutions educate us all. They encourage the marketplace of ideas through research, teaching, and advocacy. They inspire innovation, and, through foundations and philanthropy, they arouse the charitable endeavors of private citizens. The civic sector serves as the guardian of our economic and societal strength. We have made its success our business.

Our clients span the non-profit sector and include civic and educational institutions, hospitals and healthcare organizations, research institutes, foundations, membership associations, economic development organizations, international development groups, human service agencies, and national advocacy organizations. While most of our clients are not-for-profit organizations, we also work with select for-profit corporations, particularly those with ties to education and science. In 2014, most of the firm's searches were in higher education (70 percent), and 15 percent were for academic medical centers and other healthcare institutions. Overall, 67 percent of our searches have been with returning clients; in 2014, 74 percent of our searches were for repeat clients.

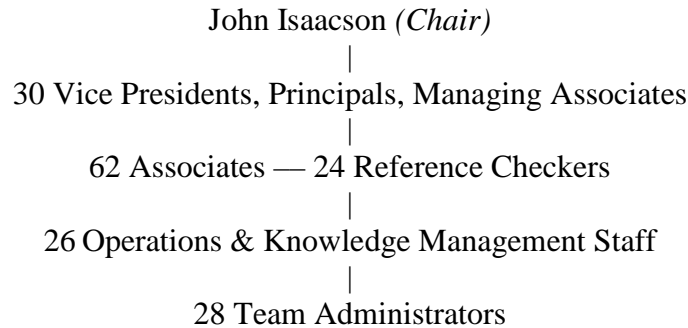
e. Provide the qualifications of senior professionals in your firm that are likely to be assigned to University searches. Define who will be primarily responsible and have final authority over decisions made in the search of candidates.

We have over 170 employees, two-thirds of whom are search professionals, located in our Boston headquarters and in offices in Washington, DC, and San Francisco. Each Isaacson, Miller search team is led by a vice president, principal, or managing associate. Depending on the particular nature and timing of each recruitment, we would devise the most appropriate team. *Bios for all partners of the firm who could potentially lead a search under this agreement are listed in our response to Question b at the beginning of this section.*

In terms of role clarity, the team leader (vice president, principal, or managing associate) takes responsibility for working with the client, devising and executing the search strategy, and conducting in-person interviews with candidates. Associates are responsible for candidate development and phone interviewing, and the team administrator will provide clerical and logistical support. In addition, each team is assisted by our research team and reference associates at the latter stages of the search.

Finally, all of the more than 85 recruiters in the firm will be aware of the search. The firm, as a whole, meets every other week as a full group specifically to share ideas and suggest candidates and sources to one another.

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.

Dr. Thomas LeBlanc
Executive Vice President and Provost
University of Miami Health System
1252 Memorial Dr., PO Box 248033
Coral Gables, FL 33124-4628
(305) 284-3356, leblanc@miami.edu

Search: Senior Vice President of Health Affairs at the University of Miami and Chief Executive Officer of UHealth: the University of Miami Health System (closed 2015)

Mr. Alan C. Michaels
Dean and Professor of Law
The Ohio State University
55 West 12th Avenue
Columbus, OH 43210
(614) 292-0574, michaels.23@osu.edu

Search: Dean, The Ohio State University, John Glenn School of Public Affairs (closed 2014)

Dr. Timothy White
Chancellor
California State University System
401 Golden Shore
Long Beach, CA 90802
(562) 951-4738, twhite@calstate.edu

Search: President, California State Polytechnic University, Pomona (closed 2014, plus multiple ongoing searches within the CSU System).

Mr. Benno C. Schmidt
CEO, The Edison Project; Board Chair, City University of New York
The City University of New York (CUNY)
521 5th Avenue, 15th Floor
New York, NY 10175
(212) 419-1600
mcmillena@aol.com
Search: Chancellor, City University of New York (CUNY) (closed 2014)

h. Provide a list of successful filled positions in the past four years, including the client name, contact information and position(s) filled.

We have provided on the following pages lists of our successful completed searches in higher education for academic and administrative leadership, as well as for healthcare and academic medical centers. Due to the high number of searches, we have not provided contact information for each search. We would be happy to provide contact information for any individual searches upon request.

Representative Searches

HIGHER EDUCATION: SEARCHES FROM DECEMBER 2011 TO THE PRESENT

ACADEMIC LEADERSHIP

Albany Law School

Albany, NY

President and Dean

Albion College

Albion, MI

Provost

Alexandria Technical & Community College

Alexandria, MN

President

American Academy in Rome

New York, NY

President and Chief Executive Officer

American College of Greece

Athens, Greece

Provost, DEREЕ College

American University, School of Communication

Washington, DC

Dean

American University, School of Public Affairs

Washington, DC

Dean

Amherst College

Amherst, MA

Provost

Ann & Robert H. Lurie Children's Hospital of Chicago

Chicago, IL

Head of the Division of Neonatology

Antioch College

Yellow Springs, OH

President

Arizona State University, College of Liberal Arts & Sciences

Tempe, AZ

Dean

Arizona State University, Herberger Institute for Design and the Arts

Tempe, AZ

Dean

Barnard College

New York, NY

Provost and Dean of Faculty

Bergen Community College

Paramus, NJ

President

Bernard M. Baruch College, Zicklin School of Business, CUNY

New York, NY

Willem Kooyker Dean

Bickel & Brewer Latino Institute for Human Rights at NYU School of Law

New York, NY

Director

Bloomfield College

Bloomfield, NJ

Director of International Student Programs and Services

Vice President of Academic Affairs/Dean of Faculty

Boston Architectural College

Boston, MA

President

Bowdoin College*Brunswick, ME*

College Librarian

President

California Community Colleges*Sacramento, CA*

Chancellor

California Institute of Technology*Pasadena, CA*

University Librarian

California Institute of the Arts*Valencia, CA*

Provost

California Polytechnic State University, College of Agriculture, Food and Environmental Sciences*San Luis Obispo, CA*

Dean

California Polytechnic State University, College of Architecture and Environmental Design*San Luis Obispo, CA*

Dean

California Polytechnic State University, College of Liberal Arts*San Luis Obispo, CA*

Dean

California Polytechnic State University, Center for Innovation and Entrepreneurship*San Luis Obispo, CA*

Executive Director

California Polytechnic State University, Orfalea College of Business*San Luis Obispo, CA*

Dean

California State Polytechnic University, Pomona*Pomona, CA*

President

California State University San Marcos, College of Business Administration*San Marcos, CA*

Dean

California State University, Chico, College of Business*Chico, CA*

Dean

California Western School of Law*San Diego, CA*

President and Dean

Cambridge College*Cambridge, MA*

Provost and Vice President for Academic Affairs

Cambridge Education Group*Cambridge, England*

Director of University Partnership Development

Director, OnCampus Boston

Director, OnCampus Monterey Bay

Director, OnCampus SUNY

Director, OnCampus Texas

Chapin Hall at the University of Chicago*Chicago, IL*

Executive Director

Chapman University, Argyros School of Business & Economics*Orange, CA*

Dean

Chapman University, College of Educational Studies*Orange, CA*

Dean

Chapman University, College of Performing Arts*Orange, CA*

Dean

Chatham University, Falk School of Sustainability*Pittsburgh, PA*

Dean

The Children's Hospital of Philadelphia*Philadelphia, PA*

Physician-in-Chief and Chair for the Department of Pediatrics

City University of New York (CUNY)*New York, NY*

Chancellor

Claremont McKenna College*Claremont, CA*

President

Vice President for Academic Affairs and Dean of the Faculty

Claremont University Consortium*Claremont, CA*

A.J. McFadden Dean of the Library

Clarkson University*Potsdam, NY*

Senior Vice President and Provost

Clarkson University School of Business*Potsdam, NY*

Dean

The College Board*New York, NY*

President

College of the Holy Cross*Worcester, MA*Vice President for Academic Affairs and Dean of
the College**Colorado College***Colorado Springs, CO*

Director, Tutt Library

Columbia College Chicago*Chicago, IL*

President and Chief Executive Officer

Senior Vice President and Provost

Columbia University*New York, NY*Executive Vice President for Arts and Sciences
and Dean, Faculty of Arts and Sciences**Columbia University Medical Center***New York, NY*Executive Director, Augustus C. Long Health
Sciences Library**Columbia University, Graduate School of
Architecture, Planning and Preservation***New York, NY*

Dean

Creighton University*Omaha, NE*

Provost

Creighton University College of Arts and Sciences*Omaha, NE*

Dean

Creighton University College of Nursing*Omaha, NE*

Dean

Creighton University School of Law*Omaha, NE*

Dean

**Creighton University School of Pharmacy and
Health Professions***Omaha, NE*

Chair, Department of Physical Therapy

Curry College*Milton, MA*

Director, Program for Advancement of Learning

Dartmouth College*Hanover, NH*

President

Provost

Davenport University*Grand Rapids, MI*

Dean of Online Education

**Davenport University, Donald W. Maine College
of Business/College of Technology***Grand Rapids, MI*

Dean

DePauw University*Greencastle, IN*

Dean, Experiential Learning and Career Planning

Vice President for Academic Affairs

Drexel University, School of Public Health*Philadelphia, PA*

Dean

Duke University*Durham, NC*

Provost

Duke University Medical Center*Durham, NC*

Chancellor for Health Affairs

**Duke University, Nicholas School of the
Environment***Durham, NC*

Dean

Duke University, School of Medicine*Durham, NC*

Chair, Department of Pathology

Duke University, Trinity College of Arts & Sciences

Durham, NC

Dean

Emory & Henry College

Emory, VA

President

Fairfield University Graduate School of Education and Allied Professions

Fairfield, CT

Dean

Florida International University, College of Business Administration

Miami, FL

Dean

Gallaudet University

Washington, DC

Provost

The Gary Becker Milton Friedman Institute for Research in Economics

Chicago, IL

Executive Director

The George Washington University, Graduate School of Political Management

Washington, DC

Director

The George Washington University, Milken Institute School of Public Health

Washington, DC

Chair, Department of Global Health

Chair, Department of Health Policy and Management

Chair, Department of Prevention and Community Health

The George Washington University, School of Business

Washington, DC

Dean

The George Washington University, School of Nursing

Washington, DC

Dean

Georgia Institute of Technology, Ernest Scheller Jr. College of Business

Atlanta, GA

Dean

Georgian Court University

Lakewood, NJ

President

Glasgow Caledonian University

Glasgow, Scotland

Dean, New York Center

Global Women's Institute at George Washington University

Washington, DC

Director (Founding)

Grand Valley State University, Seidman College of Business

Grand Rapids, MI

Dean

Grinnell College

Grinnell, IA

Vice President, Academic Affairs and Dean of the College

Hamline University

St. Paul, MN

President

Harvard School of Dental Medicine

Boston, MA

Vice Dean

Harvey Mudd College

Claremont, CA

Hixon Professor of Sustainable Environmental Design

Hennepin Technical College

Eden Prairie, MN

President

Hobart and William Smith Colleges

Geneva, NY

Provost and Dean of the Faculty

Hofstra University, Maurice A. Deane School of Law

Hempstead, NY

Dean

Howard University*Washington, DC*

President

Ithaca College, School of Business*Ithaca, NY*

Dean

Johns Hopkins University, School of Nursing*Baltimore, MD*

Dean

Johns Hopkins University, Whiting School of Engineering*Baltimore, MD*

Associate Dean of Research

Knox College*Galesburg, IL*Dean of the College and Vice President for
Academic Affairs**Lawrence University***Appleton, WI*

President

Lehigh University*Bethlehem, PA*

President

**Lehman College, School of Health Sciences,
Human Services and Nursing***Bronx, NY*

Inaugural Dean

**Lewis & Clark College, College of Arts and
Sciences***Portland, OR*

Dean

Lincoln College*Lincoln, IL*

President

**Long Island University Brooklyn, School of
Business, Public Administration and Information
Sciences***Brooklyn, NY*

Dean

**Long Island University Post College of
Management***Brookville, NY*

Dean

Long Island University, Global College*Brookville, NY*Dean, and University Dean of International
Education**Lynn University, Institute for Achievement and
Learning***Boca Raton, FL*

Executive Director

Marquette University*Milwaukee, WI*

Provost

**Marquette University College of Business
Administration***Milwaukee, WI*

Dean

**Marquette University, Helen Way Klingler
College of Arts and Sciences***Milwaukee, WI*

Dean

Massachusetts College of Art and Design*Boston, MA*Provost and Senior Vice President for Academic
Affairs**Massachusetts Department of Higher Education***Boston, MA*

Commissioner

Medical College of Wisconsin*Milwaukee, WI*Campus Dean, Community Medical Education
Program, Central WisconsinCampus Dean, Community Medical Education
Program, Green Bay

Chair of Pediatrics

Chief, Division of Pain Medicine, Department of
Anesthesiology

Senior Associate Dean for Academic Affairs

Senior Associate Dean of Research

**Medical College of Wisconsin, School of
Pharmacy***Milwaukee, WI*

Dean

Miami University, College of Arts and Science*Oxford, OH*

Dean

Michigan State University*East Lansing, MI*

Director, Ingredient Safety Research
Center/Endowed Chair and Professor, Food &
Consumer Safety

Michigan State University, College of Engineering*East Lansing, MI*

Dean

**Michigan State University, College of Human
Medicine***Grand Rapids, MI*

Chair, Department of Family Medicine
Chair, Department of Pediatrics and Human
Development

Miller College*Battle Creek, MI*

President

Missouri University of Science and Technology*Rolla, MO*

Assistant Vice Chancellor of Global Learning
Provost and Executive Vice Chancellor for
Academic Affairs

**Missouri University of Science and Technology
College of Arts, Sciences and Business***Rolla, MO*

Vice Provost and Dean

**Missouri University of Science and Technology
College of Engineering and Computing***Rolla, MO*

Vice Provost and Dean

Monmouth College*Monmouth, IL*

President

Moore College of Art & Design*Philadelphia, PA*

President

Mount Ida College*Newton, MA*

President

Mount Saint Mary College*Newburgh, NY*

President

Naropa University*Boulder, CO*

President

Provost & Vice President of Academic Affairs

**National Louis University, National College of
Education***Chicago, IL*

Dean

**The New School, Milano School of International
Affairs, Management and Urban Policy***New York, NY*

Dean

New York University*New York, NY*

President

New York University Abu Dhabi*Abu Dhabi, United Arab Emirates*

Dean of Social Sciences

**New York University, Graduate School of Arts
and Science***New York, NY*

Dean

**New York University, Robert F. Wagner
Graduate School of Public Service***New York, NY*

Associate Dean for Academic Affairs and
Research

Dean

**New York University, School of Continuing and
Professional Studies***New York, NY*

Dean

NORC, University of Chicago*Chicago, IL*

President and Chief Executive Officer
Senior Vice President for Research

Northeastern University*Boston, MA*

Provost and Senior Vice President for Academic
Affairs

**Northeastern University College of Arts, Media
and Design***Boston, MA*

Dean

Northeastern University College of Computer and Information Science

Boston, MA

Dean

Northeastern University College of Engineering

Boston, MA

Dean

Northeastern University D'Amore-McKim School of Business

Boston, MA

Dean

Northern Arizona University, College of Education

Flagstaff, AZ

Dean

Northern Illinois University, College of Health and Human Sciences

DeKalb, IL

Dean

Northern Kentucky University

Highland Heights, KY

President

Vice President for Academic Affairs and Provost

Vice Provost for Research and Graduate Studies

Vice Provost for Undergraduate Academic Affairs

Northern Kentucky University, College of Arts & Sciences

Highland Heights, KY

Dean

Northern Kentucky University, College of Education and Human Services

Highland Heights, KY

Dean

Northern Kentucky University, College of Health Professions

Highland Heights, KY

Dean

Northern Kentucky University, Haile/US Bank College of Business

Highland Heights, KY

Dean

Oberlin College, College of Arts and Sciences

Oberlin, OH

Dean

Oberlin College, Conservatory of Music

Oberlin, OH

Dean

The Ohio State University

Columbus, OH

Vice Provost and Director for University Libraries

The Ohio State University, College of Veterinary Medicine

Columbus, OH

Dean

The Ohio State University, John Glenn School of Public Affairs

Columbus, OH

Director

Oregon Health & Science University, School of Dentistry

Portland, OR

Dean

Oregon Health & Science University, School of Nursing

Portland, OR

Dean, and Vice President, Nursing Affairs

Executive Associate Dean

Oregon State University, College of Business

Corvallis, OR

Dean and Sara Hart-Kimball Chair

Oregon State University, College of Engineering

Corvallis, OR

Dean

Pace University

New York, NY

Provost and Executive Vice President for Academic Affairs

Pennsylvania State University

University Park, PA

Executive Vice President and Provost

President

Plymouth State University

Plymouth, NH

President

Portland State University*Portland, OR*

Provost and Vice President for Academic Affairs

University Librarian

Portland State University, College of the Arts*Portland, OR*

Dean

Portland State University, College of Urban & Public Affairs*Portland, OR*

Dean

Pratt Institute*Brooklyn, NY*

Provost

Princeton University*Princeton, NJ*Vice Provost for International Affairs and
Operations**Purdue University Calumet, School of Engineering, Mathematics and Science***Hammond, IN*

Dean

Quest University Canada*Vancouver, Canada*

President and Vice Chancellor

Reed College*Portland, OR*

President

Rensselaer Polytechnic Institute, Center for Materials, Devices, and Integrated Systems*Troy, NY*

Director

Rhode Island School of Design*Providence, RI*

President

Riverland Community College*Austin, MN*

President

Rochester Community and Technical College*Rochester, MN*

President

Rochester Institute of Technology, E. Philip Saunders College of Business*Rochester, NY*

Dean

Ross University, School of Medicine*Miami, FL*

Senior Associate Dean, Medical Education

Roxbury Community College*Roxbury Crossing, MA*

President

Sacred Heart University, College of Arts & Sciences*Fairfield, CT*

Dean

Sacred Heart University, Isabelle Farrington College of Education*Fairfield, CT*

Founding Dean

Sacred Heart University, John F. Welch College of Business*Fairfield, CT*

Dean

Saint Anselm College*Manchester, NH*

President

Saint Joseph's College of Maine*Standish, ME*

President

Saint Joseph's University, College of Arts and Sciences*Philadelphia, PA*

Dean

Salus University*Elkins Park, PA*

President

Provost and Vice President for Academic Affairs

San Francisco State University, College of Business*San Francisco, CA*

Dean

San Francisco State University, College of Liberal and Creative Arts*San Francisco, CA*

Dean

Schenectady County Community College*Schenectady, NY*

President

Science and Resilience Institute at Jamaica Bay*Brooklyn, NY*

Director (Founding)

Seattle University, College of Education*Seattle, WA*

Dean

Seattle University, College of Nursing*Seattle, WA*

Dean

Simmons College School of Social Work*Boston, MA*

Dean

Smith College*Northampton, MA*

Director of Special Collections

President

Provost and Dean of the Faculty

South Central College*North Mankato, MN*

President

Southeast Technical*Winona, MN*

President

Southwestern Law School*Los Angeles, CA*

Dean and Chief Executive Officer

Spelman College*Atlanta, GA*

President

St. John's University*Queens, NY*

Provost

State University of New York at Geneseo*Geneseo, NY*

President

State University of New York at Geneseo, School of Business*Geneseo, NY*

Dean

**State University of New York at Plattsburgh,
School of Business and Economics***Plattsburgh, NY*

Dean

State University of New York System*Albany, NY*

Executive Vice Chancellor and Provost

Stonehill College*Easton, MA*Associate Vice President for Academic Affairs
and Dean of the Faculty**SUNY Ulster County Community College***Stoneridge, NY*

President

Temple University*Philadelphia, PA*

Dean of University Libraries

Temple University, College of Education*Philadelphia, PA*

Dean

Towson University College of Health Professions*Towson, MD*

Dean

Tufts University*Medford, MA*

Provost and Senior Vice President

Tufts University, The Fletcher School*Medford, MA*

Dean

The University at Albany*Albany, NY*

President

Senior Vice President for Academic Affairs and
Provost**The University at Albany, Nelson A. Rockefeller
College of Public Affairs and Policy***Albany, NY*

Dean

University of Alabama at Birmingham*Birmingham, AL*

Dean of Libraries

University of Bridgeport*Bridgeport, CT*

Provost

University of California System
Oakland, CA

President

University of California, Berkeley
Berkeley, CA

University Librarian and Chief Digital
Scholarship Officer

**University of California, Davis Children's
Hospital**

Sacramento, CA

Chief, Division of Neonatology
Division Head of Cardiology, Vice Chair of
Pediatrics and Professor of Clinical Pediatrics

**University of California, Davis Comprehensive
Cancer Center**

Sacramento, CA

Associate Director for Basic Science

**University of California, Davis, Betty Irene Moore
School of Nursing**

Sacramento, CA

Associate Professor, Department of Internal
Medicine, Nursing Science
Professor, Department of Internal Medicine,
Nursing Science

**University of California, Davis, School of
Medicine**

Sacramento, CA

Chair, Department of Anesthesiology and Pain
Medicine
Chair, Department of Dermatology
Chair, Department of Internal Medicine
Chair, Department of Pediatrics
Chair, Department of Physiology and Membrane
Biology
Chair, Department of Public Health Sciences

University of California, Irvine

Irvine, CA

Chancellor
Provost and Executive Vice Chancellor

**University of California, Irvine, Paul Merage
School of Business**

Irvine, CA

Dean

University of California, Merced
Merced, CA

Associate Vice Chancellor for Research and
Economic Development
Executive Vice Chancellor and Provost
University Librarian
Vice Provost for Graduate Education and Dean
of the Graduate Division

**University of California, Merced, School of
Engineering**

Merced, CA

Dean

**University of California, Merced, School of Social
Sciences, Humanities and Arts**

Merced, CA

Dean

University of California, Riverside

Riverside, CA

Chancellor
Executive Vice Chancellor and Provost
University Librarian
Vice Chancellor for Research

University of California, San Diego

La Jolla, CA

Chancellor
Dean, Division of Arts and Humanities
Dean, Division of Social Sciences

**University of California, San Diego, Birch
Aquarium at Scripps Institution of Oceanography**

La Jolla, CA

Executive Director

**University of California, San Diego, Jacobs School
of Engineering**

La Jolla, CA

Dean

University of California, San Francisco

San Francisco, CA

Chancellor

**University of California, San Francisco, Clinical
and Translational Science Institute**

San Francisco, CA

Associate Vice Chancellor of Clinical and
Translational Research

University of California, San Francisco, School of Medicine

San Francisco, CA

Dean and Vice Chancellor for Medical Affairs

University of California, Santa Barbara

Santa Barbara, CA

Executive Vice Chancellor

University of California, Santa Cruz

Santa Cruz, CA

University Librarian

University of California, Santa Cruz, Jack Baskin School of Engineering

Santa Cruz, CA

Dean

University of Chicago

Chicago, IL

Associate Vice President, Global Initiatives

Director and University Librarian

University of Chicago, Harris School of Public Policy

Chicago, IL

Dean

University of Chicago, Marine Biological Laboratory

Woods Hole, MA

President and Director and Professor,

Department of Human Genetics

University of Connecticut School of Pharmacy

Storrs, CT

Dean

University of Dayton

Dayton, OH

President

University of Dayton College of Arts and Sciences

Dayton, OH

Dean

University of Dayton School of Business Administration

Dayton, OH

Dean

University of Dayton School of Law

Dayton, OH

Dean

University of Florida, Fredric G. Levin College of Law

Gainesville, FL

Dean

University of Hawai'i at Hilo

Hilo, HI

Vice Chancellor for Academic Affairs

University of Hawai'i at Hilo, College of Pharmacy

Hilo, HI

Chair, Pharmacy Practice

University of Hawai'i at Manoa

Honolulu, HI

Chancellor

The University of Houston

Houston, TX

Dean of Libraries and Elizabeth D. Rockwell

Chair

University of Illinois at Chicago, College of Dentistry

Chicago, IL

Dean

University of Illinois at Urbana-Champaign, College of Business

Champaign, IL

Dean

University of Illinois at Urbana-Champaign, College of Engineering

Urbana, IL

Dean

University of Illinois at Urbana-Champaign, College of Fine and Applied Arts

Champaign, IL

Dean

University of Maryland, College Park, Robert H. Smith School of Business

College Park, MD

Dean

University of Maryland, College Park, School of Public Policy

College Park, MD

Dean

**University of Maryland, Francis King Carey
School of Law**

Baltimore, MD

Dean

University of Maryland, School of Dentistry

Baltimore, MD

Dean

**University of Massachusetts Amherst, College of
Engineering**

Amherst, MA

Dean

**University of Massachusetts Boston, College of
Education and Human Development**

Boston, MA

Dean

**University of Massachusetts Boston, College of
Liberal Arts**

Boston, MA

Dean

**University of Massachusetts Boston, College of
Management**

Boston, MA

Dean

**University of Massachusetts Boston, College of
Nursing and Health Sciences**

Boston, MA

Dean

**University of Massachusetts Boston, College of
Science and Mathematics**

Boston, MA

Alton Brann Professorship

**University of Massachusetts Boston, John W.
McCormack Graduate School of Policy and
Global Studies**

Boston, MA

Dean

**University of Massachusetts Dartmouth, Charlton
College of Business**

North Dartmouth, MA

Dean

University of Massachusetts Lowell

Lowell, MA

Chancellor

**University of Massachusetts Lowell, Francis
College of Engineering**

Lowell, MA

Dean

University of Massachusetts Medical School

Worcester, MA

Chair, Department of Pediatrics

Executive Director, Eunice Kennedy Shriver
Center

Executive Vice Chancellor for Research

Vice Chancellor and Executive Director of the
UMass Biologics Laboratory

University of Miami

Coral Gables, FL

Associate Dean for Digital Strategies, UM
Libraries

Associate Dean for Learning and Research, UM
Libraries

University Librarian and Dean of Libraries

University of Miami Health System

Miami, FL

Senior Vice President of Health Affairs at
University of Miami & CEO of UHealth

University of Miami, College of Engineering

Coral Gables, FL

Dean

University of Miami, School of Architecture

Coral Gables, FL

Dean

University of Michigan - Ann Arbor

Ann Arbor, MI

Associate Vice President for

Research - Sponsored Programs

University Librarian and Dean of Libraries

**University of Michigan, College of Literature,
Science, and the Arts**

Ann Arbor, MI

Dean

**University of Michigan, Institute for Social
Research**

Ann Arbor, MI

Director

**University of Michigan, University of Michigan
Energy Institute**

Ann Arbor, MI

Director

**University of Michigan-Dearborn, College of
Engineering & Computer Science**

Dearborn, MI

Dean

University of Minnesota

Minneapolis, MN

Vice President for Research

**University of Minnesota College of Veterinary
Medicine**

St. Paul, MN

Department Chair, Veterinary and Biomedical
Sciences

University of Minnesota Medical School

Minneapolis, MN

Head of Anesthesiology

Vice President for Health Sciences and Dean of
the Medical School

University of Minnesota School of Dentistry

Minneapolis, MN

Dean

**University of Minnesota, College of Biological
Sciences**

St. Paul, MN

Dean

University of Minnesota, College of Liberal Arts

Minneapolis, MN

Director, School of Music

**University of Minnesota, Institute on the
Environment**

St Paul, MN

Director

University of Missouri

Columbia, MO

Executive Vice Chancellor for Academic Affairs
and Provost

**University of Missouri, Columbia, College of
Engineering**

Columbia, MO

Dean

University of Nebraska Medical Center

Omaha, NE

Chancellor, and Vice President, University of
Nebraska

University of Nebraska System

Lincoln, NE

President

**University of Nevada, Las Vegas, Black Mountain
Institute**

Las Vegas, NV

Executive Director

**University of Nevada, Las Vegas, Greenspun
College of Urban Affairs**

Las Vegas, NV

Dean

**University of Nevada, Las Vegas, Lee Business
School**

Las Vegas, NV

Dean

University of Nevada, Reno

Reno, NV

Executive Vice President and Provost

Vice President of Research and Innovation

University of North Carolina System

Chapel Hill, NC

President

University of Oregon

Eugene, OR

Senior Vice President and Provost

University of Pennsylvania Law School

Philadelphia, PA

Senior Fellow/Associate Dean, Legal Writing
and Communication Skills Program

**University of Pennsylvania, School of Engineering
and Applied Science**

Philadelphia, PA

Dean

University of Pennsylvania, School of Nursing

Philadelphia, PA

Dean

University of Phoenix

Phoenix, AZ

Provost

University of Richmond*Richmond, VA*

University Librarian

University of Rochester Medical Center*Rochester, NY*Chair, Department of Biostatistics and
Computational Biology**University of Rochester Medical Center,
Neuromedicine Institute***Rochester, NY*

Research Director

University of Rochester, Simon Business School*Rochester, NY*

Dean

**University of San Diego, School of Leadership and
Education Sciences***San Diego, CA*

Dean

University of San Francisco*San Francisco, CA*

President

Provost and Vice President of Academic Affairs

University of San Francisco, School of Education*San Francisco, CA*

Dean

University of San Francisco, School of Law*San Francisco, CA*

Dean

**University of San Francisco, School of
Management***San Francisco, CA*

Dean

University of Scranton*Scranton, PA*Senior Vice President for Academic Affairs and
Provost**University of South Florida, College of Behavioral
and Community Sciences***Tampa, FL*

Dean

University of Southern California*Los Angeles, CA*

Provost

**University of Southern California, Andrew and
Erna Viterbi School of Engineering***Los Angeles, CA*Executive Director, Information Sciences
Institute**University of Southern California, Keck School of
Medicine***Los Angeles, CA*

Associate Dean for Clinical Research

The University of Texas at Austin*Austin, TX*

Vice Provost and Director, UT Libraries

**The University of Texas at Arlington, School of
Architecture and Urban Planning***Arlington, TX*

Dean

**University of the Pacific, School of Engineering
and Computer Science***Stockton, CA*

Dean

University of the Virgin Islands*St. Thomas, USVI*Sokoloff Distinguished Professor of
Entrepreneurship**University of Utah Health Sciences Center, School
of Dentistry***Salt Lake City, UT*

Dean

University of Vermont*Burlington, VT*

President

Provost and Senior Vice President

**University of Vermont, College of Arts and
Sciences***Burlington, VT*

Dean

**University of Vermont, College of Engineering
and Mathematical Sciences***Burlington, VT*

Dean

University of Vermont, College of Medicine*Burlington, VT*

Chair, Department of Pathology

Chair, Department of Surgery

Senior Associate Dean for Research

University of Vermont, The Rubenstein School of Environment & Natural Resources

Burlington, VT

Dean

University of Virginia School of Medicine

Charlottesville, VA

Dean

University of Washington

Seattle, WA

Vice Provost for Educational Outreach

University of Washington, Bothell

Bothell, WA

Chancellor

University of Washington, College of Arts and Sciences

Seattle, WA

Dean

University of Washington, College of Built Environments

Seattle, WA

Dean

University of Washington, School of Nursing

Seattle, WA

Dean

Vermont Law School

South Royalton, VT

President and Dean

Virginia Commonwealth University

Richmond, VA

Vice President Health Sciences and CEO Health Science Center

Virginia Commonwealth University, School of Nursing

Richmond, VA

Dean

Virginia Polytechnic Institute and State University, College of Liberal Arts and Human Sciences

Blacksburg, VA

Dean

Virginia Polytechnic Institute and State University, Pamplin College of Business

Blacksburg, VA

Dean

Virginia Polytechnic Institute and State University, School of Education

Blacksburg, VA

Director

Virginia Polytechnic Institute and State University, VA-MD Regional College of Veterinary Medicine

Blacksburg, VA

Dean

Wake Forest University

Winston-Salem, NC

Dean, Z. Smith Reynolds Library

Warren Wilson College

Asheville, NC

President

Washington and Lee University

Lexington, VA

Provost

Washington and Lee University, School of Law

Lexington, VA

Dean

Washington State University

Pullman, WA

Vice President for Research

Washington University in St. Louis

St. Louis, MO

Provost and Executive Vice Chancellor for Academic Affairs
University Librarian

Washington University in St. Louis School of Medicine

St. Louis, MO

Executive Vice Chancellor for Medical Affairs and Dean, School of Medicine

Wayne State University College of Nursing

Detroit, MI

Dean

Wayne State University, Eugene Applebaum College of Pharmacy and Health Sciences

Detroit, MI

Dean

Wellesley Centers for Women, Wellesley College

Wellesley, MA

Executive Director

Wittenberg University*Springfield, OH*

President

Xavier University of Louisiana*New Orleans, LA*

President

Yale University School of Nursing*Orange, CT*

Dean

ADMINISTRATIVE LEADERSHIP

Albion College*Albion, MI*

Vice President for Enrollment Management

American Academy in Rome*New York, NY*

Vice President of Finance and Administration

Amherst College*Amherst, MA*

Chief Communications Officer

Chief Financial and Administration Officer

Dean of Students

**Bard College Graduate Center: Decorative Arts,
Design History, Material Culture***New York, NY*

Chief Operating Officer

Bates College*Lewiston, ME*

Dean of Students

Brandeis University*Waltham, MA*Vice Provost of Library and Technology
Services and Chief Information Officer**Brown University***Providence, RI*Assistant Vice President for Marketing
Communications

Vice President for Communications

Bucknell University*Lewisburg, PA*

Associate Provost for Diversity

California College of the Arts*San Francisco, CA*

Chief Information Officer

Senior Vice President for Finance and
Administration**California Institute of Technology***Pasadena, CA*

Chief Communications Officer

**California Polytechnic State University, San Luis
Obispo***San Luis Obispo, CA*Senior Vice President for Administration and
Finance

Vice President for Student Affairs

California State University San Marcos*San Marcos, CA*Dean of Information Technology and Chief
Information Officer**California State University, Fresno***Fresno, CA*

Chief Information Officer

California State University, Los Angeles*Los Angeles, CA*Senior Associate Vice President for Enrollment
Management**The California State University***Long Beach, CA*Executive Vice Chancellor and Chief Financial
OfficerExecutive Vice Chancellor and General Counsel
to the CSU Board of Trustees

Vice Chancellor of Human Resources

Cambridge College*Cambridge, MA*Chief Financial Officer and Vice President for
Finance and Administration**Carnegie Mellon University***Pittsburgh, PA*

Director of University Health Services

Cedars-Sinai Medical Center*Los Angeles, CA*

Communications Director

The Children's Hospital of Philadelphia*Philadelphia, PA*

Vice President for Strategic Planning

Clarkson University*Potsdam, NY*

Associate Vice President for Strategic Marketing

Colby College*Waterville, ME*

Vice President and Secretary of the College

Colgate University*Hamilton, NY*

Vice President of Communications

College of the Holy Cross*Worcester, MA*Associate Dean for Diversity and Inclusion,
Chief Diversity Officer**Columbia College Chicago***Chicago, IL*Chief Information Officer and Associate Vice
President for Technology ServicesVice President for Strategic Marketing and
Communications**Columbia University Medical Center***New York, NY*

Executive Director, Student Health Service

Creighton University*Omaha, NE*

Vice President for Information Technology

Vice Provost for Student Life

Davenport University*Grand Rapids, MI*Executive Vice President for Enrollment
Management and Student Affairs and Services**Davidson College***Davidson, NC*

Chief Information Officer

Emerson College*Boston, MA*

Vice President, Special Assistant to the President

Glasgow Caledonian University*Glasgow, Scotland*Vice President, Executive Education & Business
Consultancy GCU New York**Harvard Business School***Boston, MA*

Chief Information Officer

Hawai'i Pacific University*Honolulu, HI*

Vice President and Chief Financial Officer

Institute of World Politics*Washington, DC*

Executive Vice President

Johns Hopkins University*Baltimore, MD*Assistant Provost for International Student and
Scholar Services

Vice President and Chief of Staff

Vice President, Strategic Initiatives

Johns Hopkins University, Carey Business School*Baltimore, MD*

Associate Dean, Strategic Initiatives

Kennesaw State University*Kennesaw, GA*Assistant Vice President for Enterprise
Information Management/Institutional
Research, and Chief Data Officer**Lawrence University***Appleton, WI*

Athletic Director

Vice President for Finance and Administration

Lewis & Clark College*Portland, OR*

Dean of Student Affairs

Lynn University*Boca Raton, FL*

General Counsel

Vice President for Marketing & Communication

Massachusetts Institute of Technology Sloan School of Management

Cambridge, MA

Senior Director of Career Development

Mount Holyoke College

South Hadley, MA

Chief Information Officer and Executive
Director of Library, Information and
Technology Services

The New School

New York, NY

Associate Provost of Institutional Research and
Effectiveness

Northwestern University

Evanston, IL

Senior Director of Budget Development and
Analysis

Northwestern University, Kellogg School of Management

Evanston, IL

Assistant Dean, Admissions and Financial Aid
Managing Director, Career Management Center

Oregon State University

Corvallis, OR

Assistant Vice President, Human Resources

Princeton University

Princeton, NJ

Director, Counseling and Psychological Services
Executive Vice President
Senior Project Manager, Office of Design and
Construction
Vice President for Campus Life
Vice President for Information Technology and
Chief Information Officer

Princeton University, Pace Center for Civic Engagement

Princeton, NJ

Director

Rice University

Houston, TX

Chief of Police and Director of Public Safety
Controller

Roger Williams University

Bristol, RI

Assistant Vice President for Institutional
Research
Chief Information Officer

Ross University, School of Medicine

Miami, FL

Senior Associate Dean, Student Affairs

Rutgers, The State University of New Jersey

New Brunswick, NJ

Chief Audit Executive

Seattle University

Seattle, WA

Associate Chief Information Officer

Smith College

Northampton, MA

Associate Vice President for Facilities
Chief Diversity Officer
Dean of the College and Vice President for
Campus Life
Vice President for Finance and Administration

St. John's University

Queens, NY

Vice President for Business Affairs and Chief
Financial Officer

State University of New York, Downstate Medical Center

Brooklyn, NY

Chief Financial Officer, Hospital System

Student Agencies, Inc.

Ithaca, NY

Chief Executive Officer

Suffolk University

Boston, MA

Associate Provost for Institutional Research and
Assessment
Chief Human Resources Officer
Chief Information Officer

Suffolk University Law School

Boston, MA

Assistant Dean of Admissions

**Thomas Jefferson University, Sidney Kimmel
Medical College**

Philadelphia, PA

Chief Administrative Officer, Department of
Medicine

University of California, Berkeley

Berkeley, CA

Assistant Vice Chancellor and Chief of Staff,
Division of Student Affairs

Assistant Vice Chancellor and Director of
Undergraduate Admissions

Associate Vice Chancellor and Dean of Students
Executive Director, Budget Office

University of California, Davis

Davis, CA

Associate Chancellor for Strategic
Communications

**University of California, Davis, School of
Medicine**

Sacramento, CA

Director of Informatics Research

University of California, Merced

Merced, CA

Assistant Vice Chancellor

Assistant Vice Chancellor for Business Services
and Accounting/Controller

Assistant Vice Chancellor for Finance

Assistant Vice Chancellor for Human Resources

Associate Vice Chancellor of Information
Technology & Chief Information Officer

Vice Chancellor for Business and Administrative
Services

Vice Chancellor for Planning and Budget

University of California, Riverside

Riverside, CA

Vice Chancellor for Business and Administrative
Services

Vice Chancellor for Planning & Budget

University of California, Santa Barbara

Santa Barbara, CA

Associate Vice Chancellor for Communications
and Public Affairs

Director of Admissions

Vice Chancellor for Student Affairs

University of Chicago

Chicago, IL

Assistant Vice President for Campus Life and
Assistant Dean in the College

Assistant Vice President for Student Life

Associate Director, Federal Research
Development

Associate Vice President for Federal Relations

Dean of Students in the College

Dean of Students in the University

Director, Office of Multicultural Student Affairs
& Associate Dean of Students

Vice President for Global Engagement

Vice President, Campus Life and Student Affairs

**University of Maryland, Schools of Nursing and
Dentistry**

Baltimore, MD

Associate Dean for Administration and Finance

University of Massachusetts Boston

Boston, MA

Vice Chancellor for Enrollment Management

University of Massachusetts Medical School

Worcester, MA

Associate Dean for Student Affairs

Vice Chancellor for Communications

University of North Dakota

Grand Forks, ND

Vice President for University and Public Affairs

University of Richmond

Richmond, VA

Associate Vice President for Financial Planning
and Budget

University of Rochester

Rochester, NY

Vice President for Communications

University of San Diego

San Diego, CA

Associate Provost for Inclusion and Diversity

Vice President for Business and Administration

University of San Francisco

San Francisco, CA

Chief Information Officer & Vice President,
Information Technology Services

University of the Pacific*Stockton, CA*

Associate Vice President for Planning
Vice President for Technology and Chief
Information Officer

Vassar College*Poughkeepsie, NY*

Vice President for Finance and Administration

Virginia Commonwealth University*Richmond, VA*

Chief Information Officer
Vice Provost for Planning and Decision Support

Virginia Polytechnic Institute and State University*Blacksburg, VA*

Vice Provost for Inclusion and Diversity & Vice
President for Strategic Affairs

Washington University in St. Louis*St. Louis, MO*

Vice Chancellor for Students

Wentworth Institute of Technology*Boston, MA*

Registrar

Wesleyan University*Middletown, CT*

Director of Financial Aid
Vice President for Information Technology and
Chief Information Officer

Whitman College*Walla Walla, WA*

Chief Communications Officer

Yale University*New Haven, CT*

Dean, Undergraduate Admissions

Representative Searches

ACADEMIC MEDICINE AND HEALTHCARE SEARCHES FROM 2010 TO THE PRESENT

ACADEMIC MEDICINE: EXECUTIVE LEADERSHIP

Duke University Medical Center
Durham, NC

Vice Chancellor for Health

Medical College of Wisconsin
Milwaukee, WI

Dean and Executive Vice President
President and Chief Executive Officer

Ross University, School of Medicine
Miami, FL

Dean

Rutgers New Jersey Medical School
Newark, NJ

Dean

University of California, San Francisco
San Francisco, CA

Chancellor

**University of California, San Francisco, School of
Medicine**
San Francisco, CA

Dean and Vice Chancellor for Medical Affairs

University of Massachusetts Medical School
Worcester, MA

Executive Vice Chancellor for Research

University of Miami Health System
Miami, FL

Senior Vice President of Health Affairs,
University of Miami and Chief Executive
Officer, UHealth

University of Minnesota Medical School
Minneapolis, MN

Vice President for Health Sciences and Dean of
the Medical School

University of Nebraska Medical Center
Omaha, NE

Chancellor, and Vice President, University of
Nebraska

University of Nevada, Reno, School of Medicine
Reno, NV

Vice President, Health Sciences and Dean

University of Pennsylvania Health System
Philadelphia, PA

Executive Vice President and Dean, School of
Medicine

University of Southern California
Los Angeles, CA

Senior Vice President, Health

University of Virginia School of Medicine
Charlottesville, VA

Dean

Virginia Commonwealth University
Richmond, VA

Vice President Health Sciences and Chief
Executive Officer, Health Science Center

**Washington University in St. Louis School of
Medicine**

St. Louis, MO

Executive Vice chancellor for Medical Affairs
and Dean, School of Medicine

ACADEMIC MEDICINE: DEPARTMENT CHAIRS AND DIVISION HEADS

**Ann & Robert H. Lurie Children's Hospital of
Chicago**

Chicago, IL

Head of the Division of Neonatology

Boston University, School of Medicine*Boston, MA*

Director of the Residency Training Program,
Department of Internal Medicine

The Children's Hospital of Philadelphia*Philadelphia, PA*

Physician-in-Chief and Chair for the Department
of Pediatrics

Creighton University School of Pharmacy and Health Professions*Omaha, NE*

Chair, Department of Physical Therapy

Duke University School of Medicine*Durham, NC*

Chair, Department of Pathology

The George Washington University, Milken Institute School of Public Health*Washington, DC*

Chair, Department of Global Health

Chair, Department of Health Policy and
Management

Chair, Department of Prevention and
Community Health

Medical College of Wisconsin*Milwaukee, WI*

Campus Dean, Community Medical Education
Program, Central Wisconsin

Campus Dean, Community Medical Education
Program, Green Bay

Chair of Pediatrics

Chief, Division of Pain Medicine, Department of
Anesthesiology

Senior Associate Dean for Academic Affairs

Senior Associate Dean of Research

Michigan State University, College of Human Medicine*East Lansing, MI*

Chair, Department of Family Medicine

Chair, Department of Pediatrics and Human
Development

Oregon Health & Science University*Portland, OR*

Chair, Department of Obstetrics and
Gynecology, and Director, Center for
Women's Health

University of California, Davis Children's Hospital*Sacramento, CA*

Chief, Division of Neonatology

Division Head, Cardiology, Vice Chair,
Pediatrics, and Professor of Clinical Pediatrics

University of California, Davis, School of Medicine*Sacramento, CA*

Chair, Department of Anesthesiology and Pain
Medicine

Chair, Department of Dermatology

Chair, Department of Internal Medicine

Chair, Department of Obstetrics and Gynecology

Chair, Department of Pediatrics

Chair, Department of Physiology and Membrane
Biology

Chair, Department of Public Health Sciences

Chair, Department of Surgery

Director of Informatics Research

University of Hawai'i at Hilo, College of Pharmacy*Hilo, HI*

Chair, Pharmacy Practice

University of Massachusetts Medical School*Worcester, MA*

Chair, Department of Pediatrics

Executive Director, Eunice Kennedy Shriver
Center

Vice Chancellor and Executive Director of the
UMass Biologics Laboratory

University of Minnesota College of Veterinary Medicine*St. Paul, MN*

Department Chair, Veterinary and Biomedical
Sciences Department

University of Minnesota Medical School*Minneapolis, MN*

Head of Anesthesiology

University of Rochester Medical Center*Rochester, NY*

Chair, Department of Biostatistics and
Computational Biology

University of Southern California, Keck School of Medicine

Los Angeles, CA

Associate Dean for Clinical Research

University of Vermont, College of Medicine

Burlington, VT

Chair, Department of Pathology

Chair, Department of Surgery

Senior Associate Dean for Research

HOSPITALS: EXECUTIVE LEADERSHIP

Children's Hospital Boston at Waltham

Waltham, MA

Co-Executive Directors

Children's Hospital Los Angeles

Los Angeles, CA

Director of Clinical Research

Columbia University Medical Center

New York, NY

Executive Director, Student Health Service

The Dimock Center

Roxbury, MA

President and Chief Executive Officer

Duke University Hospital

Durham, NC

Vice President, Women's and Children's Services

Harlem United Community AIDS Center, Inc.

New York, NY

Chief Executive Officer

The Jewish Home Family

Rockleigh, NJ

President and Chief Executive Officer

Maine Medical Center

Portland, ME

Chief of Cardiac Services & Physician Leader of the Cardiovascular Service Line

Newton-Wellesley Hospital

Newton, MA

President

Parkland Health & Hospital System

Dallas, TX

Associate Chief Medical Officer, Ambulatory and Outpatient Services

Partners HealthCare at Home, Inc.

Boston, MA

President

Princeton University Health Services

Princeton, NJ

Director of Medical Services

University of Colorado Hospital

Aurora, CO

Executive Director, Oncology Services

SCHOOLS OF HEALTH SCIENCE

Charles Drew University of Medicine and Science, Dymally School of Nursing

Los Angeles, CA

Dean (Founding)

Creighton University College of Nursing

Omaha, NE

Dean

Davenport University, College of Health Professions

Grand Rapids, MI

Dean

Drexel University, School of Public Health

Philadelphia, PA

Dean

The George Washington University, Milken Institute School of Public Health

Washington, DC

Dean

The George Washington University, School of Nursing

Washington, DC

Dean

Harvard School of Dental Medicine

Boston, MA

Vice Dean

Johns Hopkins University, School of Nursing

Baltimore, MD

Dean

Lehman College, School of Health Sciences, Human Services and Nursing

Bronx, NY

Inaugural Dean

Medical College of Wisconsin, School of Pharmacy
Milwaukee, WI
Dean

Northern Illinois University, College of Health and Human Sciences
DeKalb, IL
Dean

Northern Kentucky University, College of Health Professions
Highland Heights, KY
Dean

The Ohio State University, College of Veterinary Medicine
Columbus, OH
Dean

Oregon Health & Science University, School of Dentistry
Portland, OR
Dean

Oregon Health & Science University, School of Nursing
Portland, OR
Dean, and Vice President, Nursing Affairs
Executive Associate Dean

Rochester Institute of Technology, Institute of Health Sciences and Technology
Rochester, NY
Vice President and Dean

Salus University
Elkins Park, PA
President
Provost and Vice President for Academic Affairs

Seattle University, College of Nursing
Seattle, WA
Dean

Towson University College of Health Professions
Towson, MD
Dean

University of California, Davis, Betty Irene Moore School of Nursing
Sacramento, CA
Associate Professor, Department of Internal Medicine, Nursing Science

Professor, Department of Internal Medicine,
Nursing Science

University of California, San Francisco, School of Nursing
San Francisco, CA
Dean

University of Cincinnati, College of Nursing
Cincinnati, OH
Dean

University of Connecticut School of Pharmacy
Storrs, CT
Dean

University of Illinois at Chicago, College of Dentistry
Chicago, IL
Dean

University of Maryland, School of Dentistry
Baltimore, MD
Dean

University of Massachusetts Boston, College of Nursing and Health Sciences
Boston, MA
Dean

University of Minnesota School of Dentistry
Minneapolis, MN
Dean

University of Pennsylvania, School of Nursing
Philadelphia, PA
Dean

University of Utah Health Sciences Center, School of Dentistry
Salt Lake City, UT
Dean

University of Washington, School of Nursing
Seattle, WA
Dean

Virginia Commonwealth University, School of Nursing
Richmond, VA
Dean

Virginia Polytechnic Institute, VA-MD Regional College of Veterinary Medicine
Blacksburg, VA
Dean

Wayne State University College of Nursing
Detroit, MI
Dean

**Wayne State University, Eugene Applebaum
College of Pharmacy and Health Sciences**
Detroit, MI
Dean

Yale University School of Nursing
Orange, CT
Dean

SENIOR FUNCTIONAL LEADERSHIP

Amida Care
New York, NY
Chief Compliance Officer

Cedars-Sinai Medical Center
Los Angeles, CA
Communications Director

Children's Hospital Boston
Boston, MA
Director, State Government Relations

The Children's Hospital of Philadelphia
Philadelphia, PA
Vice President for Strategic Planning

Columbia University Medical Center
New York, NY
Executive Director, Augustus C. Long Health
Sciences Library

Hartford Hospital
Hartford, CT
Vice President, Government and Community
Alliances

Newton-Wellesley Hospital
Newton, MA
Senior Vice President for Finance and Chief
Financial Officer

Ross University, School of Medicine
Miami, FL
Senior Associate Dean, Medical Education
Senior Associate Dean, Student Affairs

**State University of New York, Downstate Medical
Center**
Brooklyn, NY
Chief Financial Officer, Hospital System

Executive Director for the Clinical Practice
Management Plan and University Physicians
of Brooklyn

**Thomas Jefferson University, Sidney Kimmel
Medical College**
Philadelphia, PA
Chief Administrative officer, Department of
Medicine

**University of Maryland, Schools of Nursing and
Dentistry**
Baltimore, MD
Associate Dean for Administration and Finance

University of Massachusetts Medical School
Worcester, MA
Associate Dean for Student Affairs
Vice Chancellor for Communications

**Virginia Commonwealth University, School of
Medicine**
Richmond, VA
Department Administrator, Human and
Molecular Genetics/Chief Administrative
Officer, Virginia Institute of Molecular
Medicine

ASSOCIATIONS AND CERTIFYING BOARDS

American Board of Internal Medicine
Philadelphia, PA
Chief Executive Officer and President, ABIM
and ABIM Foundation
Senior Vice President, Doctoring

American Board of Pediatrics
Chapel Hill, NC
President and Chief Executive Officer
Vice President, Quality and Maintenance of
Certification

American Physical Therapy Association (APTA)
Alexandria, VA
Chief Executive Officer

American Speech-Language-Hearing Association
Rockville, MD
Director, Health Care Policy and Advocacy

Association of American Medical Colleges
Washington, DC
Senior Director, Research and Data Programs

National Association of County and City Health Officials

Washington, DC

Executive Director

Society for Neuroscience

Washington, DC

Senior Director, Communications and Public Affairs

Senior Director, Professional Development and Membership

BIOMEDICAL RESEARCH INSTITUTES

The Forsyth Institute

Cambridge, MA

Chief Operating Officer

Howard Hughes Medical Institute

Chevy Chase, MD

Head of Communications

New York Academy of Sciences, Sackler Institute for Nutrition Science

New York, NY

Director (Founding)

Rady Pediatric Genomics and Systems Medicine Institute

San Diego, CA

President and Chief Executive Officer

University of California, Davis Comprehensive Cancer Center

Sacramento, CA

Associate Director for Basic Science

University of California, Davis, School of Medicine, California National Primate Research Center

Davis, CA

Director

University of California, Davis, School of Medicine, MIND Institute

Sacramento, CA

Director

University of California, San Francisco, Clinical and Translational Science Institute

San Francisco, CA

Associate Vice Chancellor of Clinical and Translational Research

Deputy Program Director, Clinical Research Services

University of Rochester Medical Center, Neuromedicine Institute

Rochester, NY

Research Director

OTHER HEALTHCARE

Addgene

Cambridge, MA

Executive Director

Affiliates Risk Management Services, Inc.

New York, NY

Chief Operating Officer

Blue Cross Blue Shield of South Carolina

Columbia, SC

Chief Executive Officer

Consumer Health Foundation

Washington, DC

President and Chief Executive Officer

Education Development Center

Waltham, MA

Senior Vice President and Director, Health and Human Development

ETR Associates

Scotts Valley, CA

Chief Executive Officer

Kripalu Center for Yoga & Health

Stockbridge, MA

Chief Executive Officer

Mind and Life Institute

Hadley, MA

President

Planned Parenthood League of Massachusetts

Boston, MA

President and Chief Executive Officer

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.

The Isaacson, Miller search process is simple but disciplined. We explain it in detail to our clients, adapt it to their requirements, and ask them to join us as partners in its implementation.

We typically divide a search into five phases:

- Phase 1: Understanding the Challenge;**
- Phase 2: Networking and Screening of Prospective Candidates;**
- Phase 3: Narrowing the Field: Semi-finalist Selection and Interviews;**
- Phase 4: Selecting Finalists and Checking References; and**
- Phase 5: The Final Choice.**

Understanding the Challenge

We begin each search by asking our clients a deceptively modest question: “How would you know—one year, three years, or five years after you hire someone—that you had, in fact, hired exactly the right person?”

We interview as many stakeholders in the search as appropriate—senior management, board members, key staff and consultants—exploring with them the measures of success for this role.

We first want to learn the organization's cultural clues. Most clients know within the first 90 days whether the new executive will survive. They do not know if he or she will actually succeed. That takes years. We want to understand the implicit values and standards of the organization so that we can find candidates with a skill set and a management style that fit.

On a more fundamental level, we ask our clients to make explicit the strategic goals that they expect to achieve with their new hire. We believe that search is a strategic act—that when you pick a person, you pick a path—and it is very useful to know the desired path when we design the search.

At the conclusion of our stakeholder interviews, we summarize, in writing, our understanding of the assignment: the organization, its context and strategic challenges, the specific objectives and expectations established for this particular role, and the resulting personal and professional characteristics of an ideal candidate. We review this “scope” document with our client and edit it until it is satisfactory. We often find this process helps to clarify, or even build, consensus within an organization about where it is going and what is expected of new people. It is also our way of

ensuring that we share with our client the same understanding of the assignment as we begin to network for prospective candidates.

Networking and Screening of Prospective Candidates

In this phase, we ask, “What analogous experience would prepare a candidate for the challenges in this role?” Put another way, “Where does this person work today? What is he or she doing?” We want to know what kinds of tasks and accomplishments prepare candidates in some reasonable way for the work they will face in this role.

Once we have identified target industries and fields, roles, institutions, and even individuals, we systematically canvass them to identify and interest candidates who match our requirements. Recognizing that our clients often have excellent networks themselves, we carefully pursue their suggestions. Where appropriate, we advertise in targeted publications or extend our outreach through postings on relevant Web sites and email mailing lists. Our networking always includes a concerted effort to reach and interest qualified women and people of color.

Many of the people we identify are busy and successful in their current positions and are not looking for another assignment; we work closely with our client to protect the confidentiality of their interest. We take particular care to keep prospective candidates advised of their status, to handle rejected candidates with consideration, and to inform our client of the progress of the search on a regular basis. In some searches there are strong internal candidates as well. These individuals undergo the same screening and assessment process as outside candidates.

As we complete our outreach, we focus on reviewing resumes and conducting telephone screens. Through this process, we narrow the long list of prospects to a reasonable number of candidates to interview in person before referring them to our client.

Narrowing the Field: Semi-Finalist Selection and Interviews

When our clients hire us, they expect us to know and understand the people we present for their consideration. We take this responsibility seriously. Through intensive personal, biographical interviews, we learn each candidate’s history. We track a person through his or her entire career, asking how the person landed in each successive role, what he or she discovered, what ideas and actions were essential to success, what conflicts erupted, and how the candidate measured results. When we walk carefully through a person’s career, we begin to see the patterns. When we sum it up we ask, “Has this person encountered challenges that are analogous in scale and in measures of success to the work contained in this role?”

We treat our conclusions as hypotheses, our best guesses about candidates. As the search proceeds, we test these hypotheses with increasingly extensive and intensive reference checks—direct conversations with bosses, peers, and subordinates probing the same questions that we explore with candidates. At this stage, we typically expect to interview and conduct preliminary references on 10 to 20 candidates. We then work closely with our client to narrow the pool. We will be prepared to recommend semi-finalists but we prefer that our clients review and discuss all

the candidates with us to make an informed choice of semi-finalists. Usually our clients choose to see from four to eight semifinalists in their first-round interviews.

We aid our clients in their preparation for semi-finalist interviews. We review the challenges of the position, as outlined at the start of the search, and discuss how the interviewers can most effectively develop their impressions of each candidate's preparation and suitability for the position. We can provide both written and oral guidance on the interview process, if that is desired.

Selecting Finalists and Checking References

Clients may face a considerable challenge after the semi-finalist round. If it is useful, we can help structure the candidate review, offering both a format for comparison and a series of organized straw votes that facilitate the process of selecting finalists. We are always prepared to offer our opinions and recommendations. However, we believe that these choices belong to our client and we only make recommendations at our client's request.

When finalists are invited back for a second round of interviews, we help to structure the visits, both to provide an opportunity for the candidates to learn more about the organization and the position, and for our client to learn more about each candidate.

As candidates move through their final interviews, we begin an intensive and thorough process of reference checks and background verification on what is now a more select pool of candidates. We believe that references are just as important as, and often more important than, performance in a series of interviews as a means of learning about a candidate's skills, experience, and temperament. We do not solicit letters of reference. Instead, we speak directly with each candidate's bosses, peers, and subordinates over the course of his or her career, asking questions and eliciting comment on themes similar to those that we explored in our interviews. We document our lengthy reference conversations in a transcript style report and typically provide many pages of commentary on each finalist.

The Final Choice

A good search can be difficult to close. When there are several strong candidates whose strengths and weaknesses are known in detail, making the final choice can be complex. We remain active through this phase of the search, helping our client make a well-informed decision and staying in close contact with the finalists to address their questions and concerns.

We are often asked to play an important role in the final negotiations between the candidate and our client. Although we do not provide legal advice, we can help think through compensation packages and provide advice on relocation and family consideration

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.

Isaacson, Miller is recognized for its high level of client service and personal attention. We work closely with the search committee, its chairperson, and the staff person supporting the committee throughout the process. We view our engagement with our client as a partnership where we work together transparently and collaboratively.

At each major decision point in the process, we meet with the committee. This would be at the beginning of the process as the search is being defined, at mid-course periods when the candidate pool is being narrowed, and at the time that interviews are being held to decide upon the finalists. The team's lead search consultant would be available for phone calls, email communications, and in-person meetings, as necessary.

At the search launch, we work with the committee to develop advertising copy and to identify the most appropriate places to advertise that will assure a wide outreach to potential prospects. We will place the approved advertisement on your behalf. We recommend advertising in targeted publications and extending the outreach through postings on relevant websites and email lists. We utilize advertising as a means to support our concerted effort to reach and interest qualified women and people of color.

We screen all candidate applications and provide the committee all materials provided by the candidates, typically via a secure website and in advance of committee meetings. We support the committee as it prepares for interviews with the candidates, providing interview guidelines, suggested questions, and evaluation tools. We help organize the committee's interviews, arranging interview schedules and organizing candidate travel. We also attend those interviews to facilitate the committee's discussions, deliberations, and finalist selection process. We prefer that the client arrange, in discussion with us, the committee interview locations and committee member travel, hotel, and meals. For campus interviews for the finalists, we will assist in coordinating the dates. However, we find that the campus liaison is in a better position to coordinate the schedule of candidates on campus and to collect feedback from the campus after a candidate visit.

Throughout the search, we manage on your behalf the candidate pool, acknowledging receipt of materials, maintaining contact with lead candidates, and transmitting important information and expectations. At the close of the search, we communicate with all individuals who have been involved in the search as applicants, candidates, or sources to inform them of the outcome.

Isaacson, Miller is unusual in its commitment to treating all of our contacts with respect. We take particular care to keep prospective candidates advised of their status, to handle rejected candidates with consideration, and to inform our important sources of the progress of the search. While this attention to process is time-consuming, it is an important service to our clients, whose own reputations are at stake.

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.

We use an outside vendor to complete our background checks on candidates being invited to campus for interviews. Each candidate is requested to go to the vendor website and submit his/her biographical/background information. We perform background checks on education, criminal (state and national), professional licenses (where necessary) and credit history. We sometimes perform checks on driving history if necessary and available in that state. The checks usually take three days to two weeks.

d. Describe how firm handles candidate reference checks.

We personally interview every candidate who we recommend to our clients before they come to see the search committee. Once a search committee interviews semi-finalists and selects finalists, we engage in unusually extensive reference checking on these individuals. In general, we secure references from supervisors, supervisees, and peers, and we routinely go “off-list” and check these finalists with people who know them but who have not been hand-selected as references by the candidate.

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.

We spend our earliest time in the search learning from you, spending several days on campus conducting group meetings and individual interviews, uncovering the core challenges ahead for the new hire, and identifying in greater detail what makes the job compelling and what constitutes success. From this process, we develop a “scope” document or position profile, which, once approved by the institution, supports our networking, an extensive effort where we work proactively to persuade the most talented people who could be available to declare their interest.

Once we have assembled a broad pool, our task becomes learning more and more about fewer and fewer candidates as we begin to narrow the pool. We conduct personal, biographical, in-person interviews with the pool of candidates that we will bring forward to you. We also do extensive reference and background checks on each of the finalists.

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

A initial approach for looking at salary comparison is the CUPA-HR salary survey. An executive summary can be found at: <http://www.cupahr.org/surveys/files/salary2015/AHE15-Executive-Summary.pdf>. For member institutions, CUPA-HR will provide comparative data for a set of institutionally designated peers, or an institution can purchase a book of data that provides salary data by Carnegie category or by salary or size quartiles. An example of one set of data that is readily available is included at the end of this section.

Understanding that institutions do vary by geographical location, mission, size, budget, etc., we would work with FIU to find an approximate salary range that matches its peer institutions utilizing available data.

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.

We expect an executive search typically to take about six (6) months. The factors most likely to affect the schedule, in our experience, will be the length of the scoping process and the length of the decision-making process. These, in turn, are affected by the number and diversity of constituencies needing to be included, the size and complexity of the Board, and the culture and experience of the organization in making significant strategic decisions.

For each search, we would work with you to develop a schedule that both meets your scheduling requirements and has a high probability of success. Usually, 8-10 weeks are required for outreach and networking in order to develop a high quality, qualified, and diverse pool. The remainder of the time required for the search is largely driven by candidate, search committee and decision-maker schedules.

A sample timeline and detailed work plan are included at the end of this section for your review. These guidelines provide a road map for the search and ensure accountability. It is our practice to not take on more than we can fully commit to.

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.

Please refer to the full list of successful recruiting conclusions and resulting positions by title and institution included at the end of Tab 4.

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

In every search, Isaacson, Miller works diligently to identify a diverse and inclusive pool of candidates. Through our efforts, people from underrepresented groups have been recruited to key leadership positions throughout the country. In the course of over three decades, we have established an extensive network of contacts who recognize that our commitment to diversity is genuine and our track record is unparalleled. We call and build upon this network in every search we do. Since we were founded in 1982, 42 percent of our searches have resulted in the hiring of women and 23 percent in the hiring of people of color.

Our demonstrated commitment to diversity continues to evolve as our networks of talented leaders deepen and mature. Over the years, we have strengthened our efforts by expanding our understanding of diversity, which is inclusive of but not limited to race, gender, and sexual orientation, and by training our recruiters how best to build diverse pools. With every search, we expand our facility to identify individuals from underrepresented populations and deliver on our client's commitment to the field.

SEARCH TIMETABLE

The following chart illustrates the approximate pace of a typical search. We will develop with you a specific timeline for your search.

WEEK:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Understanding the Challenge																									
<i>Launch Meeting</i>																									
<i>Scoping Meetings</i>																									
<i>Finalize Position Profile & Search Schedule</i>																									
Networking & Screening of Prospective Candidates																									
<i>Progress Reports</i>																									
Narrowing the Field																									
<i>First Presentation: A Work in Progress</i>																									
<i>Interviews by Isaacson, Miller</i>																									
<i>Second Presentation: Candidates</i>																									
Selecting Finalists & Checking References																									
<i>Interviews by Client</i>																									
<i>Checking References</i>																									
<i>Finalist Interviews & Visits</i>																									
The Final Choice																									
<i>Final Selection</i>																									
<i>Negotiations/Offer/Acceptance</i>																									

SAMPLE SEARCH WORK PLAN

Understanding the Challenge

Scheduled Date(s)

Launch Meeting

Review the search process and timeline. Schedule dates for future meetings. Discuss the challenges, opportunities, and objectives for the position and begin developing a profile of the ideal candidate.

Scoping Meetings

Isaacson, Miller meets with board, staff, and other stakeholders.

Finalize Position Profile and Search Schedule

Final approval of the public document. Confirm the search schedule. Distribute any preliminary lists of applicants and nominees. Solicit suggestions of sources and candidates.

Networking & Screening of Prospective Candidates

Progress Reports

Regular reports to the search chair on the progress of the search; input from the search committee including additional suggestions of sources and candidates.

Narrowing the Field

First Presentation: A Work in Progress

Presentation of active prospects and preliminary candidates, on paper, to the search committee. This is also an opportunity to share insights gleaned from initial networking and to review models for the ideal candidate.

Interviews by Isaacson, Miller

Isaacson, Miller interviews candidates in person and notes impressions and recommendations for search committee in preparation for second presentation.

Second Presentation: Candidates

Presentation of full candidate pool on paper, to the Search Committee. Search Committee decides on pool of candidates to interview.

Selecting Finalists & Checking References

Interviews of Semi-finalists by Client

Search Committee interviews candidates and selects finalists. This typically takes two full days.

Checking References

Isaacson, Miller conducts extensive references on each candidate and reports findings to the Board.

Finalist Interviews and Visits

Client arranges meetings for the finalists with senior staff and a second round of interviews with the committee. This often includes a public campus visit of the final candidates (typically 3-4 candidates.)

The Final Choice

Final Selection

The Board reviews all references and evaluation materials and selects its preferred candidate.

Negotiations/Offer/Acceptance

Isaacson, Miller helps, as appropriate, with the transition of candidate to employee.

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.*

Isaacson, Miller works for clients on a retainer basis. We would consider a fixed fee arrangement on an individual search basis, but our standard fee is one-third of the amount that you agree to pay the hired candidate for the first year of employment, including without limitation salary, special deferred executive compensation, signing and performance bonuses, but not including contributions to federally qualified pension plans that are available to all employees, with a minimum fee of \$60,000. We bill our retainer monthly in three equal installments based on an estimate of the cash compensation at the start of the search and make any necessary adjustment at the conclusion of the search. The first retainer is billed at the time the search begins with subsequent billings at 30 and 60 days.

We incur two types of reimbursable expenses: direct and indirect. Direct expenses include the direct costs of consultant travel, meals and lodging associated with the interviewing and selection process and with visits to the client. Other direct costs include advertising, videoconferencing, and expenses incurred by candidates (e.g., travel, lodging and meals). Direct expenses are billed separately on the last day of each month. We expect payment within 30 days of billing date.

Indirect expenses are those that are difficult to attribute to a specific project. They include phone, fax, postage and delivery, printing and copying, and internal research and administration. We charge 11% of the professional fee to cover indirect expenses, and include this in our monthly retainer billing. *Original receipts are not available for these 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.*
- 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.*

Our professional guarantee states that if you hire a candidate whom we have evaluated and recommended, and if you choose to terminate the person for any reason excepting disability, change of ownership or organizational realignment, or if the person leaves for any reason excepting death or disability, or change of ownership or organizational realignment, within one

year from the hired person's employment start date, we will reopen this search and replace the person for no additional professional fee, provided that the new search commences within three (3) months of the employment termination date, unless we mutually agree on a later re-launch date. You will be responsible only for ordinary reimbursable expenses and an additional 11% of the original fee to cover additional indirect expenses.

If, during the course of a search, we introduce a person who is hired for another position within twelve months of the closing of the original search, we will bill a separate fee of 25% of the first year's cash compensation.

If you choose to terminate or discontinue our relationship at any time, your obligation to us would be limited to all fees invoiced and all reimbursable expenses incurred through the date of termination. If there is a significant change in the scope of the search or the agreed upon role definition, if the search is placed on hold by you for more than 60 days or if the search has not resulted in a hire within one year of start date, we will consider this contract terminated and a revised contract with adjusted fees, if necessary, will be negotiated. Our fees are non-contingent and non-refundable.

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

We bill our retainer monthly in three equal installments based on an estimate of the cash compensation at the start of the search and make any necessary adjustment at the conclusion of the search. The first retainer is billed at the time the search begins with subsequent billings at 30 and 60 days. We do not offer additional discounts for early payment of invoices.

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

If, during the course of a search, we introduce a person who is hired for another position within twelve months of the closing of the original search, we will bill a separate fee of 25% of the first year's cash compensation.

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.

We bill our retainer monthly in three equal installments based on an estimate of the cash compensation at the start of the search and make any necessary adjustment at the conclusion of the search. The first retainer is billed at the time the search begins with subsequent billings at 30 and 60 days. We do not offer additional discounts for early payment of invoices.

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.

Isaacson, Miller accepts electronic ACH payments. We do not provide any additional discounts from paying electronically.

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

Not applicable.

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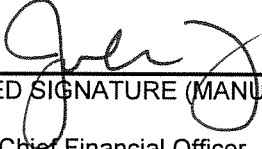
Please refer to the above address for Response opening location

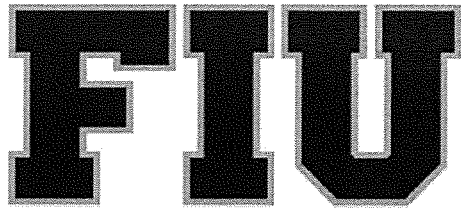
POSTING OF BID TABULATION AND NOTICES

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	Isacson Miller, Inc.
VENDOR’S MAILING ADDRESS	263 Summer Street
VENDOR’S CITY, STATE, ZIP	Boston, MA 02210
VENDOR’S WEB ADDRESS	www.imsearch.com
VENDOR’S E-MAIL ADDRESS	sales@imsearch.com
VENDOR’S FACSIMILE	(617) 986-7101
VENDOR’S TELEPHONE NUMBER	(617) 262-6500
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)
John Fahy, Chief Financial Officer
PRINT NAME AND TITLE
December 16, 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.**

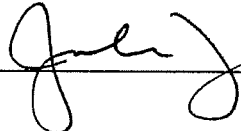
VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THIS EXECUTED DOCUMENT WITH YOUR RESPONSE. FAILURE TO EXECUTE AND RETURN THIS ADDENDUM FORM WILL DISQUALIFY YOUR FIRMS' RESPONSE.

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 Isacson Miller, Inc.

Address 263 Summer Street, Boston, MA 02210

Telephone/Fax/Email (617) 262-6500 / (617) 986-7101 / sales@imsearch.com

Signature 

Form#PS008; CD04/03/07

TAB 8: ALTERNATE BRANDS/PRODUCTS

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

Not applicable.

TAB 9: SUBCONTRACTORS

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).

Not applicable.

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Isaacson Miller, 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

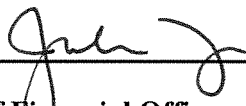
During the performance of this Contract, the Vendor agrees as follows:

- (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 Isacson Miller, Inc.
AUTHORIZED SIGNATURE 
TITLE Chief Financial Officer
DATE 12/16/15

APPENDIX IV

AFFIDAVIT OF TRADE SECRET CERTIFICATIONSTATE OF MassachusettsCOUNTY OF Suffolk

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 Massachusetts. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
2. I am the CFO (position) of Isaacson Miller Inc (name of corporate entity), a MA (state) Corporation (type of corporate entity), whose principal address is 263 Summer St.
Boston MA 02210.
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 16th day of December in Suffolk County,
MA (State).

Affiant- Full Name: John Fahy
Address: 263 Summer St.
Boston MA 02210
Telephone: 617 262-6500
E-mail: JFAHY@IMSEARCH.COM
Affiant Signature: John J

STATE OF Massachusetts

COUNTY OF Suffolk

Sworn to or affirmed and signed before me on December 16, 2015 (date)
by

John Fahy (Affiant).

[Signature]
NOTARY PUBLIC

My commission expires July 4, 2019

Personally Known

Produced identification (Type of ID)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cleary Insurance Inc 226 Causeway Street Boston MA 02114-2155		CONTACT NAME: Claire Boutilier PHONE (A/C. No. Ext): (617) 723-0700 E-MAIL ADDRESS: cboutilier@clearyinsurance.com FAX (A/C. No): (617) 723-7275	
INSURED Isaacson Miller, Inc. 263 Summer Street Boston MA 02210		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Travelers Casualty & Surety Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20281 31194	

COVERAGES CERTIFICATE NUMBER: 14-15 GL/15-16 PROF REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3538-72-15	11/11/2014	11/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Employee Benefits Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7353-75-70	11/11/2014	11/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7977-82-88	11/11/2014	11/11/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7170-61-39	11/11/2014	11/11/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			105616183	7/29/2015	10/01/2016	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Claire Boutilier/CTB <i>Claire Boutilier</i>

TAB 13: SERVICES AND WARRANTIES

Vendor's Services and Warranties, if applicable.

Isaacson, Miller's professional guarantee states that if you hire a candidate whom we have evaluated and recommended, and if you choose to terminate the person for any reason excepting disability, change of ownership or organizational realignment, or if the person leaves for any reason excepting death or disability, or change of ownership or organizational realignment, within one year from the hired person's employment start date, we will reopen this search and replace the person for no additional professional fee, provided that the new search commences within three (3) months of the employment termination date, unless we mutually agree on a later re-launch date. You will be responsible only for ordinary reimbursable expenses and an additional 11% of the original fee to cover additional indirect expenses.

TAB 14: DISCLOSURES

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.

Not applicable.

TAB 15: ADDITIONAL INFORMATION REQUESTED

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

Not applicable.

TAB 16: ADDITIONAL INFORMATION

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

Not applicable.

Competitive Solicitation ITNS6-001 Search Firms														
Best and Final Offer (BAFO)														
Suppliers Name:	Isaacson Miller			Submitted by: <i>John Farley</i>				Signature: <i>[Signature]</i>			Date: <i>3/4/16</i>			
	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/Peard Payment	University & College Aggregate Annual Spend Discount	Individual Aggregate Annual Spend Discount
FIU's/SUS Financial Proposal Request (BAFO)	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. To clarify the meaning of additional hires: If a candidate who is presented for an original search, is selected by 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 recognition, the university will not have to pay a fee.	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	Isaacson, Miller's retainer fee is one-third of the amount that you agree to pay the hired candidate for the first year of employment, including without limitation salary, special deferred executive compensation, signing and performance bonuses, but not including contributions to federal qualified pension plans that are available to all employees, with a minimum fee of \$60,000.	FIU will pay an amount equal to 11% of the Retainer Fee to cover indirect expenses for this Engagement and administrative assistance. Such Indirect Expenses will be billed in monthly installments, along with our retainer. Original receipts are not available for these expenses.	Direct expenses will be billed as incurred on a monthly basis, upon the submission of a correct invoice and receipts to FIU.	If you hire a candidate whom we have evaluated and recommended, and if you choose to terminate the person for any reason excepting disability, change of ownership or organizational realignment, or if the person leaves for any reason excepting death or disability, or change of ownership or organizational realignment, within one year from the hired person's employment start date, we will reopen this search and replace the person for no additional professional fee, provided that the new search commences within three (3) months of the employment termination date, unless we mutually agree on a later re-launch date. You will be responsible only for ordinary reimbursable expenses and an additional 11% of the original fee to cover additional indirect expenses	If you choose to terminate or discontinue our relationship at any time, your obligation to us would be limited to all fees invoiced and all reimbursable expenses incurred through the date of termination. If there is a significant change in the scope of the search or the agreed upon role definition, if the search is placed on hold by you for more than 60 days or if the search has not resulted in a hire within one year of start date, we will consider this contract terminated and a revised contract with adjusted fees, if necessary, will be negotiated. Our fees are non-contingent and non-refundable.	We will consider the contract terminated and a revised contract with adjusted fees, if necessary, will be negotiated.	Any applicable discounts will be negotiated at the time of the award of the multiple searches.	N/A	We are in agreement with your fee structure.	N/A	We bill our retainer monthly in three equal installments based on an estimate of the cash compensation at the start of the search and make any necessary adjustment at the conclusion of the search. The first retainer is billed at the time the search begins with subsequent billings at 30 and 60 days. Payment is due within 30 days of the billing date.	We cannot process payment by ACH/SUA/Pcard.	N/A	N/A

	Search Process	Candidate Evaluation	Search Updates	Interviews	Selection/Offer	Sunshine Laws/EEO/OFCCP Requirements	Candidate Experience	Background/Reference Checks	Hard to Fill positions
FIU/SUS Service Level Proposal Request	No additional information needed.	No additional information needed.	• How often and in what form are progress and status reports delivered?	• How does your firm assist the institution in scheduling interviews?	• What Services do you offer?	• How does your firm ensure adherence to Sunshine Laws? • Will the firm work with our application process? • How do you capture EEO demographic information?	• What are the service level agreements to ensure a great candidate experience? • What are your minimum response times to candidate?	No additional information needed.	• What additional steps are taken to fill positions that are known to be hard to fill?
Supplier's Revised Service Level Proposal			• We convene 5 Search Committee (SC) meetings: 1) launch; 2) 1st presentation of prospects, many of whom are not applicants; 3) 2nd presentation of candidates (strongest candidates fully screened by IM); 4) 1st-round semifinalist interviews; 5) 2nd-round finalist interviews. • We maintain contact with the SC chair. We maintain a secure website where SC members can access applicant materials. • We are unusually	We will organize interviews for the SC and the candidates, and help the SC prepare for those interviews.	• We work with the SC to prepare an "Invitation to Apply" • We advise on publications and distribution for the Invitation to Apply. • We build a recruitment strategy based on challenges/ opportunities offered to candidates. • We identify, recruit and screen potential candidates. • We maintain a detailed confidential, proprietary search database. • We facilitate efficient communications between candidates and the SC members and other stakeholders. • We interview all candidates that we determine are qualified before presenting them to the SC. • We provide comprehensive oral presentations on each potential candidate • We organize and help prepare the SC for interviews. • We conduct extensive reference and	• In each state where we work within the sunshine laws, we have consulted with the university's General Counsel before beginning the search. We are careful in all records to distinguish between prospects who are targets of our invention; sources and consultants who merely advise the search; and applicants, who have declared an interest. While networking, we advise our sources and prospects of the precise language of the particular state's sunshine laws and how their interest and application materials would be handled if they become candidates. We will not allow expressions of interest that would require disclosure before a source or prospect has made a personal decision and is prepared to be public in the frame of the law. All our records, comply with the precise rules of the state. They were designed with classifications that allow for the necessary legal compliance. In addition, all our SC correspondence reflects the rules of engagement, worked out with counsel at the beginning of the search. • We will adhere to	We take particular care to keep prospective candidates advised of their status, to handle rejected candidates with consideration. In some searches there are strong internal candidates as well. These individuals undergo the same screening and assessment process as outside candidates.	In addition to the team working on this assignment, all of the more than 80 recruiters in the firm would be aware of the search. The firm as a whole meets regularly to share ideas and suggest candidates and sources to one another.	

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.