

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 **KORN/FERRY INTERNATIONAL, INC.**, a **DELAWARE** corporation, whose address is 1900 Avenue of the Stars, Suite 2600, Los Angeles, California 90067, 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

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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. 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

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

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

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

11. **Travel Expenses.** Contractor shall not charge FIU for any travel expenses, meals, and lodging unless otherwise provided in this Contract and FIU's prior written approval of the expenses has been obtained. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by FIU, but only to the extent permitted in Florida Statutes § 112.061 and the FIU Policy 1110.060 Travel: University Travel Expense

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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

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identifiable information. The Contractor shall not disclose Information to third parties unless it obtains FIU's written consent to such disclosure.

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

Tenley Bank
Knowledge Manager,
Global Education Practice
1835 Market Street, Suite 2000
Philadelphia, PA 19103

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:

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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. **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:

KORN/FERRY INTERNATIONAL, INC.

BY: *Warren Ross*

NAME & TITLE: WARREN E ROSS, MD
Senior Client Partner
Korn Ferry

DATE: 6/22/2016

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

BY: *Dr. Jaffus Hardrick*

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

DATE: *4/23/16*

By: *Wendi Appelbaum*
Wendi Appelbaum
Assistant General Counsel

EXHIBIT I

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

POSTING OF BID TABULATION AND NOTICES

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

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

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

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



**FLORIDA
INTERNATIONAL
UNIVERSITY**

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

**FOR
Search Firms**

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Attached is Appendix V Sample Addendum.

1.0 OVERVIEW

1.1 Statement of Objective

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

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

1.2 Calendar of Events

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

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

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

1.3 Scope of Work and Deliverables

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

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

Table 1

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

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

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

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

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

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

1.4 Solicitation Response

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

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

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

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

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

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

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

Tab 4 - **Vendor Experience and Qualifications**

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

Tab 5 - **Search Process.**

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

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

Tab 6 - **Financial Proposal**

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Evaluation Points

The evaluation criteria and points are provided below.

Table A –

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

1.5.1 Evaluation Criteria

1.5.1.2 Vendor Experience and Qualifications

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

1.5.1.3 Search Process

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

1.5.1.4 Financial Proposal

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

1.6 Definitions

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

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

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

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

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

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

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

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

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

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

1.7 FIU Environment

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

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

2.0 PROCESS

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

The Authorized FIU Representative for this competitive solicitation is:

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

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

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

2.2 Vendor Communications and/or Inquiries

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

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

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

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

2.3 Restricted Vendor Communications

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

2.4 Addenda

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

2.5 Protests

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

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

2.6 Delivery and Labeling of Sealed Solicitation Response

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

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

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

2.7 Required Solicitation Response Format

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

2.8 Economy of Presentation

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

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

2.9 Solicitation Responses Must be in Ink or Typed

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

2.10 Vendor's Signature

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

2.11 Complete Responses Required

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

2.12 Use of Forms

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

2.13 Errors or Omissions

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

2.14 Solicitation Response Validity Period

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

2.15 Solicitation Response Opening

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

3.0 SELECTION PROCESS, EVALUATION PROCESS AND CRITERIA

3.1 Selection process

FIU will conduct the following selection process:

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

3.2 Cash Discounts

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

3.3 Tie Responses

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

3.4 Contract Award

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

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

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

3.5 Posting of Intent to Award/Protest

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

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

3.6 Commencement of Work

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

3.7 Alternate Brands or Equivalent Products

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

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

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

4.0 SPECIFIC TERMS

4.1 Retention Guarantee

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

4.2 Non-Solicitation Clause

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

4.3 Non-Compete

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

4.4 Affirmative Action and the Recruitment Process

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

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

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

4.5 OFCCP Compliance

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

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

4.6 Records

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

5.0 GENERAL TERMS

5.1 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Workers' Compensation

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

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

5.3 Software Warranty and Back up

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

5.4 Services and Warranty

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

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

5.5 Safety

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

5.6 Compliance With Laws and Regulations

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

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

5.7 Public Records Laws; Trade Secrets Certification.

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

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

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

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

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

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

5.8 Parking

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

5.9 Public Entity Crimes

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

5.10 Waiver of Rights and Breaches

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

5.11 Conflict of Interest

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

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

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

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

5.12 Covenant Against Commissions, or Brokerage and Contingent Fees

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

5.13 Use of Contract by Other Governmental Agencies

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

5.14 Disposition of Solicitation Responses

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

5.15 Licensing Requirements

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

5.16 Subcontractors

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

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

5.17 Small Business Minority Enterprise (SBME) Reporting

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

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

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

5.18 Equal Opportunity Statement

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

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

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

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

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

5.19 Vendor's Employment of Unauthorized Aliens

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

APPENDIX I

CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL SOLICITATION RESPONSE SHEET

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

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

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

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

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

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

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

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

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

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

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - VENDOR'S AGREEMENTS

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

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

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

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

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

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX III

SAMPLE CONTRACT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Contractor:

Notices to FIU:

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

With copy to:

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

FOR THE CONTRACTOR:

BY:

NAME & TITLE:

DATE:

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

BY:

NAME & TITLE:

DATE:

APPROVED AS TO FORM AND LEGALITY

BY: _____

FIU Attorney

DATE: _____

APPENDIX IV**AFFIDAVIT OF TRADE SECRET CERTIFICATION**

STATE OF _____

COUNTY OF _____

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

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

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

Affiant- Full Name: _____

Address: _____

Telephone: _____

E-mail: _____

Affiant Signature: _____

STATE OF _____

COUNTY OF _____

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

_____ (Affiant).

NOTARY PUBLIC

Personally Known

Produced identification (Type of ID)

SAMPLE ADDENDUM

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

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.

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

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

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

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

1.	<u>X</u>	<u> </u>	<u>KK</u>
2.	<u>X</u>	<u> </u>	<u>KK</u>
3.	<u>X</u>	<u> </u>	<u>KK</u>

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

VENDOR COMPANY NAME Korn Ferry International
AUTHORIZED SIGNATURE [Signature]
TITLE Co-Managing Director, Global Education Practice
DATE 12/10/15

APPENDIX I: REQUESTED SPECIFIC CHANGES TO TERMS AND CONDITIONS

All changes/additions are marked in bold.

Section 4.1: In the event FIU terminates an employee recommended by Successful Vendor for just cause or if the employee leaves within the first **(twelve)** months after hire date, **with the exception of resignation due to material change in job title, responsibilities, compensation, work location or death or disability**, Contractor agrees to find a suitable replacement for that employee without charge, except for expenses allowed by this agreement.

Section 4.3: **Our corporate policy forbids us from agreeing to non-compete clauses. However, our consultants manage portfolios carefully to ensure that no actual or perceived conflict of interest will occur based on active concurrent engagements.**

Section 5.1: Please note that Korn Ferry's errors and omissions insurance coverage is not "primary."

SAMPLE ENGAGEMENT LETTER

The following sample letter follows the standard format of our engagement agreement, in the event that Korn Ferry is engaged to conduct an executive search for the University. Specific terms can be negotiated on a case-by-case basis.

Dear [Name],

Thank you for including Korn Ferry ("Korn Ferry") in the discussion to undertake the search for [Assignment Position] for [Company Name]. This letter outlines our understanding of your needs as well as our search process, staffing, compensation parameters, and details of our fee and expense arrangements.

If you are in agreement with this engagement letter, we ask that you sign and return the acknowledgment form, which authorizes us to proceed with the search assignment. Please return via fax or email in addition to sending the original by mail.

THE PARTNERSHIP

Our experience over forty years has shown that the most successful search assignments are those in which we work closely and partner with our client. While we seek to identify and recommend qualified candidates for a position, you and your colleagues will decide whom to hire. There are several ways in which you can enhance this partnership:

- Indicate clearly those areas relevant to the search that you wish us to keep confidential.
- Provide timely feedback to Korn Ferry on all aspects of the assignment.
- Schedule interviews promptly with candidates and report your findings as soon as possible.

- Provide Korn Ferry with information on candidates you may have identified from other sources or from within your organization, so that they may be evaluated as part of the search process.
- Provide information to candidates about your company that will enable them to make informed career decisions.
- Agree on a communication strategy to discuss the progress of the search, including marketplace intelligence affecting the search.

PROFESSIONAL FEES AND EXPENSES

Our fees are non-contingent and non-refundable and are equal to one third of the total first year's estimated compensation for each position we are seeking to fill. For fee calculation purposes, estimated first year compensation includes base salary, estimated or guaranteed incentive bonus, sign-on bonus and equity compensation.

In our experience, the salary range for candidates at this level in this market can be wide, but for calculation purposes this position is likely to have a base salary of approximately [insert] with a bonus of [insert] and other incentives of [insert].

In addition to our fees, Korn Ferry is also reimbursed for all administrative support and research services. These expenses will be billed at twelve percent (12%) of the fee. In addition, any direct, out-of-pocket expenses such as candidate and consultant travel, accommodation and video conferencing will be billed on a monthly basis as incurred.

Our initial fee for this search assignment is [insert], and it is our practice to bill this fee, along with administrative expenses, in three (3) monthly installments of thirty four percent (34%), thirty three percent (33%) and thirty three percent (33%). The first installment is due and payable upon your acceptance of this engagement letter.

Billings for the second and third installments will be rendered thirty (30) and sixty (60) days respectively after the date of your acceptance of this engagement letter. The billings are due and payable upon receipt. If the estimated initial fees have been fully invoiced prior to the completion of the assignment, no further fees will be billed until the engagement has been concluded, but we will continue to bill expenses monthly.

At the conclusion of the search assignment, we will reconcile any outstanding fees, i.e., the difference between the initial fees (noted above) and the final sum based upon the placed candidate's actual compensation. In the event that more than one executive is hired as a result of the work performed by Korn Ferry, a full fee, based upon actual first year compensation, will be due for each individual hired. Our fees and expenses are neither refundable nor contingent upon our success in placing a candidate with your organization. This fee structure applies even if an internal candidate emerges as your choice.

Either party may discontinue this assignment by written notification at any time. Our first billing is a minimum retainer and, thus, is non-refundable even if you cancel within thirty (30) days of your acceptance of this proposal. If cancellation occurs after thirty (30) days, and prior to sixty (60) days, the second fee installment shall be due and payable in full. Additionally, you will be billed

for (i) expenses incurred to the date of our receipt of your written notification; (ii) expenses committed with your approval that cannot be cancelled; and (iii) payment for the prorated portion of the remaining professional fee installment, based upon the number of calendar days that have elapsed since the date of signature. If cancellation occurs after sixty (60) days, all fees and expenses have been earned and are payable in full.

CONCLUSION

[Contact Name], we are delighted to have the opportunity to work with you on this important assignment for [Company]. We recognize the role the successful candidate will play in your company's future plans, and can assure you of our commitment on your behalf. Please call me if you have any questions or require any further information.

Yours sincerely,

ACKNOWLEDGEMENT

[Company Name] authorizes Korn Ferry to proceed with an executive search assignment for the position of [Position Title].

Please indicate your acceptance of the terms and conditions set forth above by signing and returning a copy of this agreement via email or fax [Insert Number] and following up with the hard copy in the mail.

[Name]
[Title]
[Client Company]

Date

[Name]
[Title]
KORN FERRY

Date

Invoices should be addressed for the attention of:

Name:
Billing address:

CONTACT INFORMATION FOR AUTHORIZED KORN FERRY REPRESENTATIVES

Kenneth L. Kring
Co-Managing Director, Global Education Practice
Senior Client Partner

ken.kring@kornferry.com

1835 Market Street, Suite 2000
Philadelphia, PA 19103

215.656.5309

Beth Hicks
Senior Client Partner

beth.hicks@kornferry.com

1450 Brickell Avenue
Suite 2610
Miami, FL 33131

786.425.8920

Warren Ross, M.D.
Senior Client Partner

warren.ross@kornferry.com

1835 Market Street, Suite 2000
Philadelphia, PA 19103

215.496.6666

Please include the following recipient for any notices related to this contract if awarded to Korn Ferry:

Tenley Bank
Knowledge Manager, Global Education Practice

tenley.bank@kornferry.com

1835 Market Street, Suite 2000
Philadelphia, PA 19103

215.656.5338

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) KORN/FERRY INTERNATIONAL	
	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"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 1900 AVENUE OF THE STARS SUITE 2600	Requester's name and address (optional)
City, state, and ZIP code LOS ANGELES, CA 90067		
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 <i>How to get a TIN</i> 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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> </tr> </table>	Social security number																		Employer identification number									9	5	-	2	6	2	3	8	7	9
Social security number																																						
Employer identification number																																						
9	5	-	2	6	2	3	8	7	9																													

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
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 4.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>7/24/12</u>
------------------	----------------------------	-----------------------

General Instructions

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

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, 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

Tenley Bank

From: vendors <vendors@fiu.edu>
Sent: Thursday, December 10, 2015 8:51 AM
To: Tenley Bank; Chandra Nix
Subject: Re: ITN no. 56-001 - vendor registration application help

Korn Ferry International is registered under Vendor ID 5256.

Sincerely,

Edgar J Rozier
Office of the Controller, Purchasing Services

From: Tenley Bank <Tenley.Bank@KornFerry.com>
Sent: Wednesday, December 9, 2015 3:58 PM
To: Chandra Nix; vendors
Cc: erozi002@fiu.edu
Subject: RE: ITN no. 56-001 - vendor registration application help

Thanks very much, Chandra!

I'm still awaiting a response stating KF is already a vendor; as long as that arrives by Monday I'll be able to include it with the proposal.

Best,
Tenley

Tenley Bank
Knowledge Manager
Global Education Practice

1835 Market Street
Suite 2000
Philadelphia PA 19103
USA

Tel: +1 (215) 656-5338
email: tenley.bank@kornferry.com
www.kornferry.com

Please click the following link for an important electronic communications disclaimer: <http://www.kornferry.com/Disclaimer>
For information about how we protect and use personal information, please refer to our privacy policy:
<http://www.kornferry.com/PrivacyPolicy>

Follow Korn Ferry Access our award-winning articles and research from the Korn Ferry Institute

From: Chandra Nix [<mailto:nixc@fiu.edu>]
Sent: Wednesday, December 09, 2015 3:54 PM
To: Tenley Bank; vendors
Cc: erozi002@fiu.edu
Subject: RE: ITN no. 56-001 - vendor registration application help

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "KORN/FERRY INTERNATIONAL" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF JANUARY, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "KORN/FERRY INTERNATIONAL" WAS INCORPORATED ON THE THIRTEENTH DAY OF SEPTEMBER, A.D. 1999.

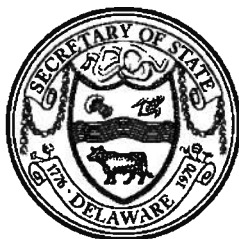
AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

3064258 8300

150013895

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2013562

DATE: 01-06-15

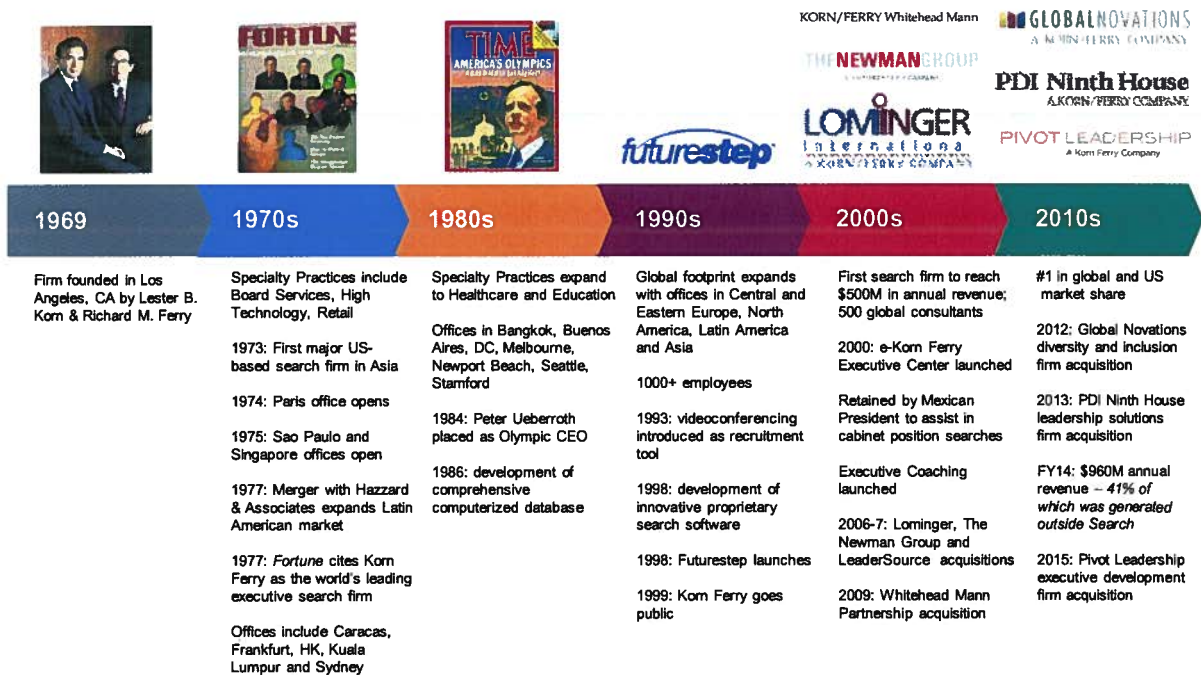
VENDOR EXPERIENCE AND QUALIFICATIONS

- a. Korn/Ferry International was established in 1969.
- b. Korn/Ferry International is a premier global provider of talent management solutions that help clients to attract, engage, develop and retain their talent. Korn Ferry, the company that knows more about people, leadership and the new landscape of work than anyone else, creates superior results for our clients by unlocking their greatest asset — people.

Together, we are nearly 7,000 of the best and brightest minds of our industry, spanning 56 countries. And we share a single purpose: helping leaders, organizations and societies succeed by releasing the full power and potential of people.

In addition to our heritage as a leading provider of executive recruitment, we also offer clients outsourced and professional level recruitment, strategic and organizational alignment, leadership and executive development and talent and performance management. We have a history of pursuing transformational opportunities to strengthen our offering and seek to develop and add new products and services that our clients demand. All of which help us achieve our goal of becoming the premier global provider of talent management solutions.

A heritage of innovation and growth



For a complete, up-to-date listing of our consultants and office locations, please see <http://www.kornferry.com/consultants>.

c. Chief Executive Officer: Gary Burnison

Gary D. Burnison is Chief Executive Officer of Korn Ferry, the preeminent global people and organizational advisory firm. For nearly half a century, clients have trusted Korn Ferry to recruit world-class leaders. Today, Korn Ferry is their partner in designing organizational strategy and developing their people to achieve unimaginable success. Korn Ferry employs 3,900 people in 40 countries. He is also a member of the Firm's Board of Directors.

Under his strategy, Mr. Burnison spearheads the Firm's transformation as a diversified human capital organization. He brings hands-on experience to his current position, having served as Chief Operating Officer and Chief Financial Officer for Korn Ferry from 2003-2007. Mr. Burnison joined Korn Ferry as Chief Financial Officer in 2002.

Prior to Korn Ferry, he was principal and chief financial officer of Guidance Solutions, a privately held consulting firm developing and supporting technology solutions, from 1999 to 2001.

Before Guidance Solutions, Mr. Burnison served as a senior executive officer and director of Jefferies & Company, Inc., the principal operating subsidiary of Jefferies Group, Inc., where he worked from 1995 to 1999. Earlier, he served as partner at KPMG Peat Marwick from 1984 to 1995.

Mr. Burnison is a New York Times bestselling author. In 2011, he wrote *No Fear of Failure: Real Stories of How Leaders Deal with Risk and Change* – a book offering insightful conversations with some of the world's top leaders in business, politics, education, and philanthropy. In 2012, he authored *The Twelve Absolutes of Leadership*, which provides the inspiration and skills leaders need to spearhead positive change, improve the lives and careers of others and transform organizations. His latest book, *LEAD*, boils down leadership into very practical, easy to digest analogies, colorful stories, takeaways and ideas-for-action that will benefit anyone who seeks to lead or influence a group of people. He is also a regular contributor to CNBC, CNN, FOX Business, and other international news outlets.

He earned a bachelor's degree in business administration from the University of Southern California and holds a honorary doctor of laws degree from Pepperdine University.

d. Korn Ferry Experience in Higher Education and Healthcare

The following lists of Korn Ferry engagements successfully completed within the past five years (2010-2015) or currently in process speak to our extensive experience in the fields of higher education and healthcare. Searches currently in process are marked with an asterisk. Additional experience relevant to individual search engagements are available upon request.

Higher Education:
President and Chancellor Engagements

Institution Name	Title
Columbus College of Art & Design	President*
Massachusetts College of Liberal Arts	President*
The Cooper Union for the Advancement of Science and Art	President*
Suffolk University	President
University of Massachusetts System	President
University of the Arts	President
Milwaukee Institute of Art & Design	President
Texas A&M University System	President
Eastern Illinois University	President
Paul Smith's College	President
Texas Woman's University	Chancellor and President
Claremont University Consortium	Chief Executive Officer
Pennsylvania State University	President
University of Michigan - Flint	Chancellor
The College of Saint Rose	President
Cabrini College	President & Chief Executive Officer
Hiram College	President
Babson College	President
Thomas Jefferson School of Law	President and Dean
Ashford University	President
Thunderbird School of Global Management	President
University of Indianapolis	President
Arcadia University	President
Western Illinois University	President
University of New Hampshire School of Law (fka:Franklin Pierce Law Center)	Dean and President
American University of Armenia	President
The City College of New York	President
University of Maryland, Baltimore	President

Provost and Chief Academic Officer Engagements

Institution Name	Title
Old Dominion University	Provost*
University of Massachusetts at Lowell	Provost*
University of Virginia	Provost
University of Michigan - Flint	Provost
Emirates College of Advanced Education	Dean/Chief Academic Officer
Salem State University	Provost and Academic Vice President
St. Thomas University	Provost
Rensselaer Polytechnic Institute	Vice Provost and Dean of Undergraduate
San Diego State University	Provost
Pepperdine University	Provost
Curry College	Chief Academic Officer
University of St. Thomas	Executive Vice President and Provost
Yeshiva University	Provost
Gulf University for Science and Technology (GUST)	Vice President of Academic Affairs
Touro University	Senior Provost and CEO, Western Region
College for Creative Studies	Provost
Nova Southeastern University	Provost and Executive Vice President for Academic Affairs
The City College of New York	Provost
University of Texas MD Anderson Cancer Center	Provost and Executive Vice President, Academic Affairs
DePaul University	Provost
University of Connecticut	Senior Vice Provost & Vice President for Research
University of Connecticut	Provost and Executive Vice President for Academic Affairs
Auburn University at Montgomery	Provost
University of Texas Medical Branch at Galveston	Executive Vice President and Provost, Dean of Medicine
Khalifa University (KUSTAR)	Provost
Rensselaer Polytechnic Institute	Provost
University of Nebraska Medical Center	Vice Chancellor for Academic Affairs and Dean of Graduate Studies
University of Minnesota Duluth	Executive Vice Chancellor for Academic Affairs

Institution Name	Title
New York Institute of Technology	Provost
Xavier University	Academic Vice President / Provost
Kaplan University	Provost
Wayne State University	Senior Vice President, Academic Affairs
Bryant University	Vice President for Academic Affairs
Hong Kong University of Science & Technology	Provost

Dean Engagements (non-Medical)

Institution Name	Title
Chapman University	Dean of the Fowler School of Law*
Gulf University for Science & Technology	Dean, College of Business Search*
Michigan State University	Dean, College of Agriculture and Natural Resources*
Nova Southeastern University	Dean, College of Engineering and Computing*
Old Dominion University	Dean, Batten College of Engineering and Technology*
Rice University	Dean, Jones Graduate School of Business*
Rochester Institute of Technology	Dean, B. Thomas Golisano College of Computing and Information Sciences*
Rochester Institute of Technology	Dean, College of Engineering*
Salem State University	Dean for The Bertolon School of Business*
Salem State University	Dean for The College of Arts and Sciences*
Syracuse University College of Law	Dean, College of Law*
TCU / UNTHSC School of Medicine	Founding Dean*
University of Michigan - Flint	Dean, College of Arts & Sciences*
University of Michigan - Flint	Dean, School of Health Professions and Studies*
University of Michigan	Dean, School of Information*
University of Michigan Ross School of Business Administration	Dean, Stephen M. Ross School of Business Administration*
University of New Hampshire	Dean, College of Liberal Arts*
University of New Hampshire at Manchester	Dean, University of New Hampshire at Manchester*
University of Pittsburgh	Dean, School of Education*
University of Texas at Dallas	Dean, School of Arts, Technology and Emerging Communication*

Institution Name	Title
Pepperdine University	Dean, Graziadio School of Business and Management
Johns Hopkins University Carey Business School	Vice Dean for Faculty and Research
University of Maryland at College Park	Dean, College of Agriculture & Natural Resources
Adelphi University	Dean, School of Business
Nova Southeastern University, Fischler School of Education	Dean – Abraham S. Fischler School of Education
Michigan State University	Dean, College of Arts and Letters
Emirates College of Advanced Education	Dean/Chief Academic Officer
Washington University in St. Louis	Dean, School of Law
Texas A&M University Lowry Mays College & Graduate School of Business	Dean
Santa Clara University	Dean of The Leavey School of Business
University of Wyoming	Dean of The College of Engineering and Applied Science
University of Pennsylvania Law School	Dean of the Law School
University of Virginia Darden Graduate School of Business Administration	Dean, Darden School of Business
Rensselaer Polytechnic Institute	Dean of Science
Texas A&M School of Public Health	Dean, School of Public Health
Old Dominion University	Dean of The Strome College of Business
Purdue University	Dean, College of Liberal Arts
The Ohio State University	Dean, Fisher College of Business
Walgreens University	Dean
Rensselaer Polytechnic Institute	Vice Provost and Dean of Undergraduate
Pennsylvania State University Main Campus	Dean, College of Agricultural Sciences
Howard University School of Law	Dean, School of Law
Rensselaer Polytechnic Institute	Dean of Engineering
George Washington University Law School	Dean of The Law School
Touro University School of Pharmacy	Dean, College of Pharmacy
Rutgers University School of Arts & Sciences	Dean, School of Arts & Sciences
Fairleigh Dickinson University	Dean, Silberman College of Business

Institution Name	Title
San Diego State University	Dean, College of Business Administration
University of Nebraska	Dean, College of Arts & Sciences
Nova Southeastern University	Dean, Shepard Broad Law Center
University of Denver	Dean of The Daniels College of Business
University of North Carolina - Chapel Hill	Dean, Kenan-Flagler Business School
Drexel University LeBow College of Business	Dean, Lebow College of Business
University of Connecticut	Dean, School of Engineering
Lehigh University	Dean, College of Business and Economics
Indiana University Bloomington	Dean, Maurer School of Law
The City College of New York	Dean, Division of Science
The City College of New York	Dean, Grove School of Engineering
Touro Law Center	Dean
City University of New York	Dean, School of Public Health
University of Minnesota Duluth	Dean of The Labovitz School of Business and Economics
Emerson College	Senior Executive Director and Dean
La Salle University	Dean of The School of Business
James Madison University	Dean of The College of Business
Santa Clara University	Dean, School of Law
Simmons College	Dean of Graduate School of Library Science
Adelphi University	Dean, University Libraries
Thomas Jefferson School of Law	President and Dean
Charlotte School of Law	Dean
University of Michigan Law School	Dean, Law School
Purdue University	Dean, College of Health and Human Sciences
American University of Beirut Suliman S. Olayan School of Business	Dean of the Suliman S. Olayan School of Business
Kent State University	Dean of the College of Business Administration
University of Texas Medical Branch at Galveston	Executive Vice President and Provost, Dean of Medicine
Khalifa University (KUSTAR)	Dean of Engineering
Yale-NUS College	Dean of Students
Ohio State University	Vice President for Agricultural Administration & Dean, CFAES
University of Illinois at Chicago	Dean of College of Business Administration
Johns Hopkins University	Dean, Carey Business School

Institution Name	Title
University of Nebraska	Dean of The College of Architecture
Xavier University	Dean of The Williams College of Business
University of Connecticut	Dean, School of Fine Arts
University of Minnesota Carlson School of Management	Dean of the Carlson School of Management
University of Iowa - Henry B Tippie School of Management	Dean, Henry B. Tippie College of Business
Clark University	Dean, Graduate School of Management
University of Nebraska	Dean, Hixson-Lied College of Fine and Performing Arts
University of the Pacific	Dean, Pacific McGeorge School of Law
Rensselaer Polytechnic Institute	Dean of The School of Humanities, Arts and Social Sciences
Texas Tech University School of Law	Dean
University of San Diego School of Law	Dean, School of Law
Rensselaer Polytechnic Institute	Dean, Lally School of Management and Technology
Case Western Reserve School of Law	Dean
Bryant University	Dean, College of Business
University of Michigan Ross School of Business Administration	Dean, Ross School of Business
Pepperdine University School of Law	Dean of the School of Law
Adelphi University	Dean, College of Arts and Sciences
University of New Hampshire School of Law (fka:Franklin Pierce Law Center)	Dean and President
Purdue University	Dean of The College of Liberal Arts
New York University School of Continuing and Professional Studies	Divisional Dean, Preston Tisch Center for Hospitality, Tourism & Sports Mgt.
University of California - Los Angeles	Dean, School of Law
University of Missouri, Robert J. Trulaske, Sr. College of Business	Dean, Robert J. Trulaske, Senior College of Business
Rutgers University - Camden Campus	Dean, School of Business Camden Campus
Hofstra University	Dean, Frank G. Zarb School of Business
Hofstra University	Dean, School of Communication
Northwestern University	Dean, Kellogg School of Management

Higher Education Marketing and Communications Engagements

Institution	Title
Johns Hopkins University Carey Business School	Associate Dean, Global Marketing*
Rensselaer Polytechnic Institute	Vice President for Strategic Communications and External Relations*
University of Wisconsin-Madison	Vice Chancellor, University Relations* Director of Federal Relations Director of University Communications
Yale University	Vice President for Communications*
Apollo Education Group, Inc., University of Phoenix	Vice President, Integrated Marketing* Vice President, Brand Marketing* Chief Marketing Officer Senior Vice President, Corporate Affairs
University of Pennsylvania Wharton School of Business	Senior Director of Business Development, Penn-Wharton China
University of Nebraska	Chief Officer for Branding, Marketing and Communications
University of Texas Southwestern Medical Center at Dallas	Vice President, Marketing, Communications and Public Affairs
Arizona State University	Chief Marketing and Business Development Officer, Athletics
Dartmouth College	Senior Vice President, Public Affairs
Northwestern University Kellogg School of Management	Chief Marketing Officer
University of Maryland University College	Senior Vice President of Communications Vice President of Marketing
Purdue University	Chief of Staff, The Office of the President Vice President for Marketing and Media
American University	Executive Director of Communications and Marketing

Academic Healthcare – Dean Engagements

Institution Name	Position Title
State University of New York Downstate Medical Center Brooklyn	Dean, College of Medicine*
Seton Hall-Hackensack UHN Meridian School of Medicine	Founding Dean*
State University of New York Upstate Medical University	President of SUNY Upstate Medical University*

Institution Name	Position Title
University of Toledo College of Medicine	Dean, College of Medicine and Life Sciences
West Virginia University	Vice President for Health Sciences
California Institute for Regenerative Medicine	President
University of Nebraska Medical Center	Dean, College of Public Health
University of Nebraska Medical Center	Dean, College of Dentistry
Columbia University	Dean, College of Dental Medicine
Emory University School of Medicine	Director, Yerkes National Primate Research Center
University Of Texas M.D. Anderson Cancer Center	Provost; Executive Vice President and Chief Academic Officer
Weill Cornell Medical College of Cornell University	Dean, Graduate School & Senior Associate Dean for Research
Emory University School of Medicine	Dean, School of Medicine
University of Connecticut	VP, of Health Affairs UConn Health Center and Dean, School of Medicine
University of Texas Medical Branch at Galveston	Executive Vice President and Provost, Dean of Medicine
Jackson Laboratory (The)	Chief Executive Officer
NewYork Presbyterian Healthcare System	Chief Executive Officer
University of Nebraska Medical Center	Dean, College of Nursing
University of Nebraska Medical Center	Dean, College of Medicine
University of Utah Medical School	Senior Vice President for Health Sciences
Boston Medical Center	President and CEO
Dartmouth Medical School	Dean and Vice President for Health Affairs

Higher Education Financial Leadership Engagements

Institution Name	Title
Columbia University College of Physicians & Surgeons	Departmental Administrator / CFO for The Department of Psychiatry*
St Joseph's University	VP, Finance & Administration*
University of Alabama at Birmingham	Chief Financial Officer*
University of California - Los Angeles	Associate Vice Chancellor, Academic Planning and Budget*
University of Michigan	Associate Vice President for Finance*

Institution Name	Title
University of Texas System	Executive Director, Health Audit*
Yale University School of Medicine	Deputy Chair, Finance & Administration, Department Psychiatry*
Yale University School of Medicine	Director, Finance & Administration, Department of Emergency Medicine*
Yale University School of Medicine	Director, Finance & Administration, Department of Neurosurgery*
La Salle University	Vice President for Finance and Administration
University of Minnesota Duluth	Vice Chancellor for Finance and Operations
University of Michigan	Associate Vice President for Finance
Yale University School of Medicine	Vice Chair, Finance & Administration, Department of Pediatrics, Yale School of Medicine
Northwestern Memorial Healthcare	Vice President, Finance / Chief Financial Officer, Northwestern Medical Group
Howard University	Chief Financial Officer
University of Florida	Chief Financial Officer
Nova Southeastern University	Vice President of Clinical Operations
Michigan State University	Director, Internal Audit
University of Connecticut Health Center	Chief Financial Officer
University of Massachusetts - Amherst	Chief of Academic Finance and Administration
Yale University School of Medicine	Director, Revenue Cycle
University of Pennsylvania Wharton School	Vice Dean of Finance and Administration
Johns Hopkins University	Chief Audit Officer
Laureate Education, Inc.	Chief Financial Officer, Latin America
University of Chicago Medicine	Vice President, Revenue Cycle
Ellucian (fka: SunGard Higher Education)	Chief Accounting Officer
Yale University School of Medicine	Director, Finance & Administration, Department of Ophthalmology
Yeshiva University	Senior Vice President, Business Affairs/Chief Financial Officer
Santa Clara University	Vice President for Administration and Finance
The University of North Carolina at Chapel Hill	Vice Chancellor for Finance and Administration
University of California - San Francisco	Director of Audit Services

Institution Name	Title
Stanford Hospital & Clinics	Director, IT Business and Financial Systems and Services
Yale University School of Medicine	Chief Financial Officer, Yale Medical Group
Barry University	Vice President for Business and Finance, Chief Financial Officer
Vanderbilt University	Controller
University of Rhode Island	Vice President Administration
University of Miami Leonard M. Miller School of Medicine	Chief Financial Officer, Hospital Division
Rensselaer Polytechnic Institute	Assistant Vice President for Research Administration and Finance
Columbia University	Controller
Rutgers, The State University of New Jersey	Senior Vice President, Finance
Nova Southeastern University	Vice President of Clinical Operations
Hamad Bin Khalifa University	Chief Financial Officer
Yale University School of Medicine	Vice Chair Finance & Administration Department of Surgery
San Diego State University	Vice President for Business and Financial Affairs
University of Richmond	Vice President for Business and Finance
Baylor College of Medicine	Chief Audit
Johns Hopkins University	Vice President of Planning & Budget
Xavier University	Vice President for Finance
The University of Chicago Medical Center	Vice President, Finance
University of Minnesota Duluth	Vice Chancellor for Finance and Operations
Carnegie Mellon University	Chief Investment Officer
Vanderbilt University	Associate Vice Chancellor for Finance
Seattle University	Vice President for Finance and Business Affairs
University of Miami Leonard M. Miller School of Medicine	Chief Financial Officer & Associate Vice President for Medical Business Affairs
University Of Maryland	Vice President, Administrative Affairs
University of the Arts	Chief Financial/Administrative Officer
The Citadel	Executive Vice President, Finance, Administration and Operations

Institution Name	Title
University of Washington Medicine	Controller
Wayne State University	Vice President, Treasurer & Chief Financial Officer
Weill Cornell Medical College in Qatar	Director of Finance
University of California - Los Angeles	Associate Vice Chancellor/Controller
Johns Hopkins University	Senior Vice President, Finance and Administration
Pace University	Vice President for Planning & Budget
Rutgers University, Newark Campus	Executive Vice Chancellor for Administration
American University of Afghanistan	Chief Financial and Administrative Officer
New York University Abu Dhabi	Budget Director, Abu Dhabi

e. Korn Ferry Senior Client Partners

Ken Kring

Co-Managing Director, Global Education Practice

In his more than two decades of executive search experience, Mr. Kring has recruited more than 300 senior-level executives and board directors for leading institutions in the education, not-for-profit and private sectors, with a specific emphasis on supporting organizations with an education mission.

As the leader of Korn Ferry's Education Practice, during the past several years, he also has been personally responsible for significant leadership transitions at public and private institutions with a strong concentration in placing presidents and chancellors, business school deans, and finance and administration leadership. He has led the national presidential searches for significant institutions such as Pennsylvania State University, Texas A&M University, and the current search at the University of Massachusetts.

Mr. Kring has co-authored thought leadership articles entitled *Building on the past: A new approach to higher education finance* (2010); and *The business school dean redefined: New leadership requirements from the front lines of change in academia* (2011).

Previously, at another global executive search firm, he founded the Philadelphia office in 1997 and grew it into one of the firm's strongest. He also previously served as regional managing partner and managing partner of the firm's New York office.

Mr. Kring has served on several not for profit boards and for more than a decade has been on the executive committee of the University City Science Center. He considers his principal experience in governance as an invaluable source of insight at advising boards and committees in handling complex succession issues.

Mr. Kring holds a master's degree in public and private management (MPPM) from the Yale School of Management and a bachelor's degree in psychology from Stanford University.

Paul Chou

Co-Managing Director, Global Education Practice

Paul Chou is a Co-Managing Director in the Global Education Practice for Korn Ferry, based in the Firm's Philadelphia office.

Leveraging nearly 30 years of professional experience as an academic, business professional, and search consultant at an international executive search firm, Mr. Chou brings a proven record of success and extensive knowledge about leadership to a broad range of not-for-profit clients regarding executive-level placements, succession planning, and leadership assessment. His portfolio includes senior academic leadership placements for a variety of education clients, in addition to executive-level searches conducted for organizations with a significant educational component.

Mr. Chou's recent assignments represent relationships with a broad range of distinguished public and private academic institutions in North America and Asia. His experience includes a diversified portfolio of senior-level placements at major AAU research institutions, highly ranked liberal arts colleges, and a variety of leading professional colleges. Complementing his academic search work, Mr. Chou has also led many senior executive searches for nationally recognized foundations, museums, public policy, arts and scholarship organizations.

Mr. Chou began his professional career as a software engineer at Fonar Corporation, and subsequently held various senior management positions on Wall Street at several firms, including PaineWebber, and Balfour Maclaine Corporation.

Mr. Chou is a professional violinist and conductor. While occupying the Ronald J. Ulrich Endowed Chair of Orchestral Studies in the department of music at Lehigh University, he also served as a development officer focusing on corporate/foundation relations and major donor cultivation.

He received a master's degree in music from the State University of New York at Stony Brook and a bachelor's degree in music with high distinction from Indiana University-Bloomington.

Beth Hicks

Senior Client Partner

Ms. Hicks, a senior client partner based in the firm's Miami office, has been in executive search for more than a decade and during that time has built a track record of performing excellent work. Her experience spans industries and functions but is heavily focused on financial positions, financial services and non-profit organizations. Ms. Hicks is experienced in both domestic and international work and is widely recognized for excellence in customer service.

Prior to her search career, Ms. Hicks had more than 25 years of experience in international and domestic commercial banking. Before joining Korn Ferry in 1998, Ms. Hicks was executive vice president and director of corporate banking for Barnett Bank South Florida. Previously, she spent 15 years with Marine Midland Bank/HSBC in New York City.

Ms. Hicks began her career with Chemical Bank in New York, where she also completed management training. She has led corporate lending groups covering middle-market, large corporate, multinational and *Fortune* 1000 market areas. She has also managed credit policy groups and Latin American banking groups.

Ms. Hicks is an active member of numerous community organizations and serves as a director on the International Advisory Board of the University of Miami, the South Florida Chapter of the Center for Financial Training (formerly the American Institute of Banking), and the boards of both Le Moyne College and Carrollton School. She also serves as chair of the Miami Leadership Council for Take Stock in Children.

Ms. Hicks obtained her master's of business administration from New York University in international finance and holds a bachelor's degree in modern languages from Le Moyne College in Syracuse, New York. She attended the University of Madrid for her junior year of college.

Bonnie Crabtree

Office Managing Director, Miami

With almost two decades of expertise in executive recruitment, Ms. Crabtree is widely recognized for her commitment to client service and global partnering, as well as her deep knowledge of the consumer field. She has built a solid track record both in Florida and internationally while working for Global 1000 and *Fortune* 500 corporations, as well as start-up and fast-growth companies. She has also worked in merger, acquisition and turnaround situations.

Ms. Crabtree joined Korn Ferry in 1993 in Atlanta before moving to Miami in 1998. Prior to joining the Firm, she was a consultant with another major executive search firm.

Earlier, she spent ten years with Norrell Corporation. As director of human resources, she led assessment, compensation and benefits, executive recruitment, training and employee relations initiatives. Her early career was spent teaching in American high schools and colleges in Germany.

Ms. Crabtree recently completed an unprecedented three-year term as board chair of the Greater Miami Chapter of Big Brothers Big Sisters. She currently sits on the board of the Florida International University Foundation and the Community Partnership for the Homeless.

In 2007, Ms. Crabtree was awarded the Association of Executive Search Consultant's Eleanor H. Reynolds Award based on a career of excellence in executive search, as

well as an ongoing dedication to volunteerism and improving the community.

Ms. Crabtree holds a master's degree in administration and a bachelor's degree in business administration from Tennessee Technological University.

Warren Ross

Senior Client Partner, Academic Healthcare Practice

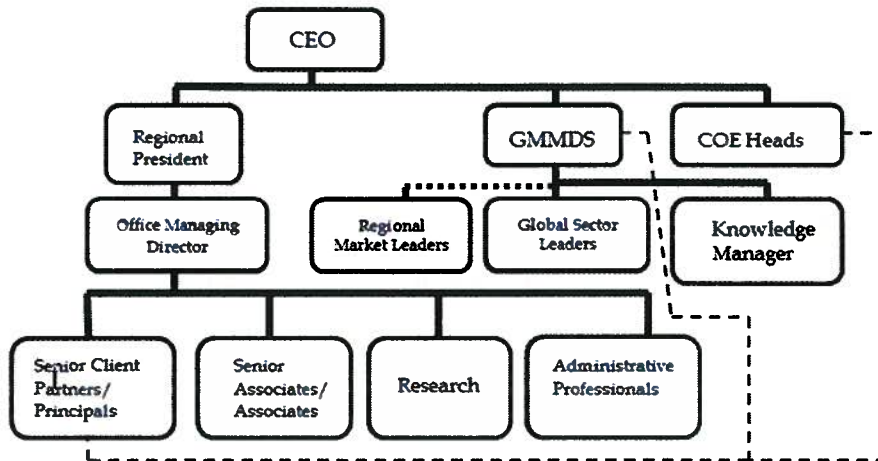
Dr. Ross is a nationally recognized physician executive who lends deep industry knowledge to his senior search assignments, which focus on securing top executives for Academic Health Science Centers. He led the successful financial and academic turnaround of the Drexel School of Medicine (formerly MCP Hahnemann).

Prior to this position, Dr. Ross served as executive associate dean at the University of Florida's College of Medicine, followed by appointment as chief executive officer of the University of Florida Health System. In this role, he led the strategic direction of the academic medical center's clinical enterprise, including mergers and acquisitions, network development and managed care strategy.

Dr. Ross attended the University of Florida for undergraduate and medical studies and completed a residency in internal medicine at UNC-Chapel Hill and a medical oncology fellowship at the National Cancer Institute. As a faculty member, he received peer-reviewed funding continuously for 12 years to lead a National Cooperative Drug Discovery Group that was responsible for the identification of a novel class of cancer chemotherapy agents now commonly used. He was also elected "Teacher of the Year" four times, and also received the prestigious Hippocratic Award from the University of Florida College of Medicine for best exemplifying the qualities of a physician.

Dr. Ross is board certified in internal medicine and medical oncology, and is a member of the American Society of Clinical Oncology. He has served in advisory roles to the American Association of Medical Colleges, the Liaison Committee for Medical Education and the Institute of Medicine.

f. Organizational Chart



g. References

Nova Southeastern University

Last Search Closed May 12, 2015 (Dean, Fischler School of Education)

Robert J. Pietrykowski
Vice President, Human Resources
Office of Human Resources
3100 SW 9th Avenue, Room 251
Fort Lauderdale, FL 33315

954.262.7893
rpietrykowski@nova.edu

University of Alabama School of Medicine

Last Search Closed September 30, 2015 (Director, Division of Infectious Diseases)

C. Seth Landefeld
Chair, Department of Medicine
510 20th Street S
Faculty Office Tower, 12th Floor
Birmingham, AL 35294

205.934.1088 (assistant Dawn)
sethlandefeld@uab.edu

University of South Florida

Search currently underway (Associate Dean for Undergraduate Medical Education)

Edmund Funai, M.D.
Chief Operating Officer and VP Administration for USF Health; VP Strategic
Development for USF System
12901 Bruce B. Downs Boulevard, Box 2
Tampa, FL 33612

813.974.4991
funai@health.usf.edu

University of Florida

Last Search Closed March 23, 2015 (Chief Financial Officer)

Charles Lane
Senior Vice President and Chief Operating Officer
204 Tigert Hall, P.O. Box 113100
Gainesville, FL 32611-9122

(352) 392-9122
charlielane@ufl.edu

h. For successfully filled positions, please see above experience lists, section d.

Search Process.

Our process for executive search in higher education follows the steps outlined below, with subsections delineated to relate to the ITN.

- a. **Your Korn Ferry team** will be personally responsible for all initial and subsequent site visits and stakeholder meetings, the leadership needs assessment, candidate interviews and assessments and referencing. One of your consultants will also attend all scheduled meetings of the Search Committee, including candidate interviews, and be available to facilitate the offer and negotiations with the finalist candidate.

A Project Coordinator will manage all of the administrative details associated with the search, including degree verification, candidate scheduling and travel, and maintenance of candidate dossier materials. Careful attention is paid to responding promptly to all applicants, ensuring that all communication to candidates portrays a highly professional image of the institution, planning all aspects of the interview(s)/campus visit(s), especially logistics and scheduling, and managing all documents collected throughout the search process.

Due Diligence: Understanding The Institution. We recognize the importance of intensive due diligence at the beginning of the search process. We will spend time in both individual and group sessions with appropriate stakeholders; these conversations are important to the success of the search and, ultimately, to legitimizing the selection of your new placement. These conversations also highlight any issues that should be resolved at the beginning of the process and provide Korn Ferry with an understanding of the unique opportunities and challenges associated with the Presidency, thereby allowing us to have rich discussions with sources and prospective candidates.

As a result of our considerable experience, we can provide the Search Committee with our perspective on market conditions, including institutional reputation, competitive landscape, ideal backgrounds and sources of candidates, compensation requirements and relocation challenges.

This due diligence process, combined with the development of a leadership profile, will be critical to legitimizing the placement, and to framing a search strategy that will result in a positive outcome.

Formulate a Unique Client Profile. Korn Ferry has undertaken some of the largest leadership assessment studies ever conducted and developed a library of leadership characteristics critical to organizational success. Early in the search process we would ask the Board and Search Committee to arrive at consensus on specific competencies, traits, drivers and experiences that would be desirable in your new placement, which will be compiled into a "Unique Client Profile" or UCP. Incorporated into our Korn Ferry Four-Dimensional assessment process ("KF4D"), the UCP is a critical starting point that aligns the search strategy and process.

Develop Position Specification. A draft position specification will be developed based on our discussions. The position specification provides an in-depth description of the institution, along with key responsibilities associated with the position. It also includes a profile of the desired candidate's qualifications, including competencies,

experience, traits and drivers that will be critical for success, based on the Unique Client Profile.

Identify Qualified Candidates. A proactive search will begin to identify candidates whose backgrounds meet the requirements of the position as the position specification is being finalized.

- **Receiving Letters of Nomination and Recommendations.** Korn Ferry will work with the Search Committee and Board to reach out to alumni, faculty, staff, and other appropriate members of the community to identify outstanding candidates. Any candidates generated through this process of nomination and/or recommendation will be included in the overall mix of candidates, assessed on their merit, and evaluated in comparison to the entire candidate pool.
- **Advertising and External Communication.** We will work with you to customize the best advertising plan to fit your needs. If you desire, the position will also be posted on the Korn Ferry and institution websites. Please note that for Korn Ferry, advertising—while often necessary—is a passive approach identifying talent. We do not depend on responses to postings for candidate development.
- **Korn Ferry Network and Original Research.** Korn Ferry has built an extensive network of sources and potential candidates who will be highly relevant for your engagement. While using our existing relationships and knowledge of the higher education marketplace, it is our practice to conduct original research and sourcing on every engagement to ensure that we bring new ideas and talent specific to the needs of the institution. Often this approach yields outstanding candidates who were not originally contemplated at the beginning of the process.

Our Commitment to Diversity. For Korn Ferry, the importance of identifying, attracting and placing women and ethnically diverse professionals cannot be overstated. Since 2009, 40% of the searches led by the Global Education Practice resulted in the placement of a candidate from an underrepresented group. We understand that a commitment to diversity requires structuring and leading a process that prioritizes and supports diversity excellence. From our work with search committees, we know this necessitates careful messaging, thoughtful guidance to the committee and strategic candidate outreach. We have encountered the unintended impact of unconscious bias in other committee processes and are equipped to address it. In assisting your process, we can provide you sound counsel, strategic and tactical guidance and an institutional commitment to support this important standard.

In building a diverse candidate pool, we understand the need for strategic candidate outreach and dialogue. Many potential candidates from an underrepresented group are highly sought after in recruitment processes and very comfortable in their current position. For some, frankly, they are not interested in engaging with a recruiter and/or “checking a box” in a candidate pool. Therefore, our ability to build long lasting relationships with diverse talent and engage in a thoughtful dialogue benefits our clients when an opportunity is the right match for the candidate and the institution.

Recent success of this recruitment approach is displayed through our results in the three most recent presidential searches conducted this year by your consultant team which resulted in both gender and ethnic diversity appointments.

Korn Ferry's successes have expanded relationships and contacts in numerous diversity-focused communities and continually enhance our ability to proactively identify and cultivate promising talent. Nevertheless, in our commitment to diversity we believe strongly that building the most diverse candidate pool possible starts with outreach at the beginning of the process. As such, in addition to our own outreach, we advise advertising in appropriate publications and online resources that effectively target diversity candidates (*Diverse Issues in Higher Education, Hispanic Outlook, Women in Higher Education*), as well as publications that are specific and appropriate for the level of professional expertise associated with the position.

- b. ***Interviewing and Assessing Candidates to Define Competencies.*** The most qualified and interested candidates, external as well as internal, will be interviewed personally by your Korn Ferry consultants to obtain a realistic understanding of their accomplishments, capabilities and potential before presenting them for Search Committee consideration.

Built on the validated results of over 2.5 million assessments and integrated seamlessly into our search process, **Korn Ferry's proprietary Four-Dimensional Executive Assessment ("KF4D") provides a credible, powerful tool to offer deep insight into every candidate's competencies, experiences, traits and drivers: the "what you do" and "who you are" that determines a candidate's holistic aptitude for the role.** Clients can then compare candidates against their own benchmarks for the role (the UCP), as well as compare candidates to each other, using a convenient and richly visual multi-platform interface.

The CVs of all candidates will be made available to the Committee for review; however, we will provide further information, as appropriate, in a formal review based on our interviews and knowledge of the candidates beyond the CV and letter. Materials will be shared with the Committee online via our dedicated, password-protected website. Ultimately, those candidates advancing in the process shall be selected by the full search committee.

- c. ***Due Diligence and Reference Checking.*** In this time of unprecedented scrutiny surrounding ethics, we recognize that the new placement must be an individual of unquestionable integrity and highest ethical standards. Initial due diligence is conducted using public domain databases such as Factiva®, LexisNexis®, Google™, and Facebook to maximize the successful outcome to the search.
- d. Final in-depth referencing is generally performed after finalist candidates have been chosen. We coordinate closely with you to ensure that an extensive referencing process – including secondary references - yields a nuanced view of candidates by superiors, subordinates, peers and others who can provide valuable insights. At your request, we can arrange for an outside provider to conduct additional background checking including criminal, credit and DMV.

- e. As mentioned above, we conduct initial, internal screening of candidates through Factiva®, LexisNexis®, Google™, and Facebook to maximize the successful outcome to the search. A consultant speaks directly with each potential candidate to determine viability, whether through a phone interview or in person; following this process, viable candidates are presented to the Committee for their decision on semi-finalists. All finalist candidates will have in-depth referencing and background checks conducted as described above. While rare, occasionally these background checks (whether initial or in-depth) will uncover potential past controversies such as law suits or other issues which may affect a candidate’s viability; we ensure that such checks are conducted at a point at which the institution can then decide whether to pursue the subject’s candidacy.
- f. **Offer and Negotiation.** Clearly, final decisions are yours, but we work closely with you to reach a decision in regard to the candidate of choice. We also undertake any role requested in helping to construct an offer and in negotiating with the candidate. Korn Ferry is well informed regarding the current range of compensation, benefits and perquisites offered to individuals in similar institutions. We can present the offer, explain it to the chosen candidate, and can also act as an intermediary in the event changes or adjustments in the initial employment offer are necessary to gain acceptance. As always, we will represent The institution and act in accordance with your directions.

Follow-Up. Recognizing that the first year for any appointment is critical and that the first 60 to 90 days can establish the groundwork for success, we arrange to speak with the placement and with the Provost to see how the transition is going.

- g. **Suggested Timeline.** Korn Ferry conducts searches following a disciplined but flexible process; we will tailor to the specific needs of the institution for this search. We suggest that a four- to six-month period is the approximate time necessary for developing strong candidates, and for the search committee to fully interview and reference top candidates. This projected timeline is intended to provide an illustration of a typical search; the final project timeline will be determined and approved by you after the due diligence, interviews and initial Search Committee meetings, with the goal of a placement on or before the desired date.

Month	Steps in the Process
Month 1	Define Needs <ul style="list-style-type: none"> • Gather intelligence around the meetings with stakeholders to gain a thorough understanding of the institution • Finalize job specification/Unique Client Profile created • Run advertisement
Month 2-3	Build Candidate Pool <ul style="list-style-type: none"> • Develop Search Strategy and begin mapping all relevant markets • KF starts market recruiting and interviewing viable candidates • Periodic updates to the Search committee and constituents

Month	Steps in the Process
Month 4	Review of the Long List of Candidates <ul style="list-style-type: none"> • Review of candidate files for selection of candidates for semi-finalist interviews
Month 5	Finalists Round <ul style="list-style-type: none"> • Finalist interviews are conducted • Leadership assessments are conducted as desired • Full reference reports are submitted for finalist candidates
Late Month 5	Offer/Negotiation <ul style="list-style-type: none"> • Establish compensation parameters with finalist candidates • KF acts as advisor in any negotiations around contract, supplying data regarding current market rates if needed
Month 6	Successful appointment <ul style="list-style-type: none"> • Public announcement of the new placement • Obtain feedback from client and candidate

- h. For a sample list of our successful recruiting conclusions and resulting positions by title and institution, please see the experience lists in Tab 4, section d.
- i. Korn Ferry and its subsidiaries adhere to a Code of Business Conduct and Ethics and Global Data Privacy Policies in accordance with applicable laws and regulations, including but not limited to the NYSE, SEC, Sarbanes Oxley, Equal Employment Opportunity, Section 503 of the Rehabilitation Act, and data privacy and protection laws. In addition, every employee and contractor must sign our Agreement to Protect Confidential Information and IT Security Policies.

Financial Proposal

- a. Our fees are non-contingent and non-refundable and are equal to one third of the total first year's estimated compensation for each position we are seeking to fill. For fee calculation purposes, estimated first year compensation includes base salary, estimated or guaranteed incentive bonus, sign-on bonus and equity compensation.

In addition to our fees, Korn Ferry is also reimbursed for all administrative support and research services. These expenses will be billed at twelve percent (12%) of the fee. In addition, any direct, out-of-pocket expenses such as candidate and consultant travel, accommodation and video conferencing will be billed on a monthly basis as incurred. There is no mark-up on expenses billed to the client.

Our minimum retainer fee is \$90,000, with actual retainer fee determined per search, and it is our practice to bill this fee, along with administrative expenses, in three (3) monthly installments of thirty four percent (34%), thirty three percent (33%) and thirty three percent (33%). The first installment is due and payable upon your acceptance of the engagement letter.

Korn Ferry would consider a fixed fee on a case-by-case basis; additionally, Korn Ferry would consider capping the fee on a case-by-case basis.

Billings for the second and third installments will be rendered thirty (30) and sixty (60) days respectively after the date of your acceptance of this engagement letter. The billings are due and payable upon receipt. If the estimated initial fees have been fully invoiced prior to the completion of the assignment, no further fees will be billed until the engagement has been concluded, but we will continue to bill expenses monthly.

At the conclusion of the search assignment, we will reconcile any outstanding fees, i.e., the difference between the initial fees (noted above) and the final sum based upon the placed candidate's actual compensation. In the event that more than one executive is hired as a result of the work performed by Korn Ferry, a full fee, based upon actual first year compensation, will be due for each individual hired. Our fees and expenses are neither refundable nor contingent upon our success in placing a candidate with your organization. This fee structure applies even if an internal candidate emerges as your choice.

- b. Korn Ferry guarantees every placed candidate for a period of twelve months from his/her start date. If a candidate is released by the client institution for performance-related issues during the first twelve months of his/her employment, Korn Ferry will conduct a new search to replace the candidate for no additional retainer (charging only expenses as incurred). This excludes candidates who leave for reasons other than job performance, such as a change in ownership, organizational realignment and restructuring.

Either party may discontinue this assignment by written notification at any time. Our first billing is a minimum retainer and, thus, is non-refundable even if you cancel within thirty (30) days of your acceptance of this proposal. If cancellation occurs after thirty (30) days, and prior to sixty (60) days, the second fee installment shall be due and payable in full. Additionally, you will be billed for (i) expenses incurred to the date of our receipt of your written notification; (ii) expenses committed with your approval that cannot be

cancelled; and (iii) payment for the prorated portion of the remaining professional fee installment, based upon the number of calendar days that have elapsed since the date of signature. If cancellation occurs after sixty (60) days, all fees and expenses have been earned and are payable in full.

In the event that a search needs to be re-started, the possibility of additional fees would be discussed on a case-by-case basis.

Should Korn Ferry be contracted to conduct multiple searches for an institution at one time, a reduced fee may be negotiated at that time.

- c. Korn Ferry does not offer discounts for early payment of invoices.
- d. Korn Ferry offers its clients premier service at industry-standard rates; for repeat clients, we consider reduced-cost options on a case-by-case basis.
- e. Korn Ferry's payment terms are as follows: the professional fee, along with administrative expenses, is billed in three (3) monthly installments of thirty four percent (34%), thirty three percent (33%) and thirty three percent (33%). The first installment is due and payable upon your acceptance of the engagement letter; billings for the second and third installments will be rendered thirty (30) and sixty (60) days respectively after the date of your acceptance of this engagement letter. The billings are due and payable upon receipt. If the estimated initial fees have been fully invoiced prior to the completion of the assignment, no further fees will be billed until the engagement has been concluded, but we will continue to bill expenses monthly.
- f. Korn Ferry accepts payment by check or money order.
- g. Korn Ferry does not charge additional fees beyond those listed above (professional fee, administrative fee, and direct expenses).

<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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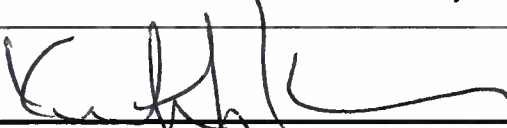
Please refer to the above address for Response opening location

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	<i>KORN/FERRY INTERNATIONAL</i>
VENDOR'S MAILING ADDRESS	<i>1835 Market Street Suite 2000</i>
VENDOR'S CITY, STATE, ZIP	<i>Philadelphia, PA 19103</i>
VENDOR'S WEB ADDRESS	<i>http://kornferry.com</i>
VENDOR'S E-MAIL ADDRESS	<i>ken.kring@kornferry.com</i>
VENDOR'S FACSIMILE	<i>215-568-9911</i>
VENDOR'S TELEPHONE NUMBER	<i>215-656-5309</i>
VENDOR'S TOLL FREE NUMBER	<i>800-633-4410</i>

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)
<i>Kenneth L. Kring, Co-Managing Director, Global Education Practice</i> PRINT NAME AND TITLE
<i>12/10/15</i> 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 Korn/Ferry International

Address 1835 Market Street Ste. 2000 Philadelphia, PA 19103

Telephone/Fax/Email 215-656-5309 / 215-568-9911 / ken.kring@kornferry.com

Signature [Handwritten Signature]

Form#PS008; CD04/03/07



KORN FERRY

Design. Build. Attract. Ignite.

We design talent strategies that accelerate business outcomes. Where there are critical gaps, we build talent from within and attract talent from the outside. At every level of the enterprise, we ignite human potential.

TALENT STRATEGY AND ORGANIZATIONAL ALIGNMENT

SUCCESSION AND MANAGEMENT

BOARD AND CEO SERVICES

LEADERSHIP DEVELOPMENT

WORKFORCE PERFORMANCE, INCLUSION AND DIVERSITY

BOARD, CEO AND EXECUTIVE RECRUITMENT

PROFESSIONAL RECRUITMENT

RECRUITMENT PROCESS OUTSOURCING

ONBOARDING

EMPLOYER BRANDS AND TALENT COMMUNICATIONS

“Activate business strategy through strategy”

Every organization's business strategy has unique implications for its talent.

We help organizations to understand these implications and to align their talent processes and capabilities with their strategy.

“Find and prepare the next generation of leaders”

Sustainable, ongoing succession management is essential for steady, long-term growth.

We help organizations ensure that the right leaders are ready when and where they are needed, now and in the future.

“Maximize CEO and top team effectiveness”

When boards and CEOs thrive, entire organizations succeed with them.

We help boards and CEOs maximize their effectiveness by addressing the drivers affecting performance, adjusting strategy, and ensuring every perspective at the top.

“Build the business while building the bench”

A company's growth and success is directly linked to the quality of its leadership.

We help build leaders who can solve the business challenges of today and create and execute successful strategies for the future.

“Do more with more”

Organizations perform best when all segments of the employee population are fully engaged and contributing to their full capacity.

We help organizations build and leverage a diverse workforce and create the environment and culture that attract, retain and develop every individual's potential.

“Finding top performers for the top leaders”

Proven top leadership is a powerful strategic asset, and there is no room for error in the selection of CEOs, directors and other senior leaders.

We integrate scientific research with our practical experience and industry insight to help board members, directors, CEOs, and senior level executives at the top of organizations across all sectors and functions.

“Finding the right talent for every level of the business”

The vital many play a critical role in determining a company's success.

We help organizations identify and secure the best possible professional level talent.

“Making recruitment customizable, flexible and measurable”

To maintain an edge in an increasingly competitive world, companies must become ever more adept at recruiting talent with precision.

We help organizations attract better people while simultaneously reducing cost and time to hire.

“Speeding the path to high performance”

The first few weeks and months of a new hire's tenure are critical.

We help organizations “onboard” new hires by providing practical guidance on integrating them into the new culture and by establishing management, as well as collaborating to define 90-day plans.

“Pioneering your talent proposition to life”

Successful companies hire and retain top talent by creating a compelling employer brand that resonates with their consumer brand.

We help companies create a compelling employer brand by developing Value Proposition (EVV) and create the messaging and tools that deliver a consistent brand experience across the employee lifecycle.

Differentiators

- Global Competency Framework and toolkits based on 45 years of performance data and best-in-class profiles
- Research-based tools and rich analytics identify the talent capabilities needed to execute specific business strategies
- Success profiles based on Korn Ferry's Four Dimensions of Leadership and Talent
- Truly global footprint with 1000 professional experts worldwide

Differentiators

- Industry leader in succession planning and ongoing high-potential talent for succession
- Robust assessment methods to enable more accurate decisions on the readiness of the internal and external pipeline
- Unmatched portfolio of evidence-based practices
- Foremost research and tools on learning agility, a powerful predictor of high potential

Differentiators

- 45 years' experience of working with senior leaders
- Extensive portfolio of proven proprietary tools and methodologies
- Science-based assessments that are validated predictors of fit for CEO and C-Suite roles

Differentiators

- Blend of learning and coaching solutions
- Reduced knowledge transfer to new hires
- Tailored solutions that are customer-driven rather than content-driven
- Global network of seasoned coaches, faculty and program managers

Differentiators

- Unique reintegration of returning talent and inclusion expertise
- Four Stages™ of reintegration framework
- Tailored solutions that are customer-driven rather than content-driven
- Global network of long legacy of successful consulting, tool and skill building
- Shared responsibility approach proven to drive change

Differentiators

- 45 years' experience of working with senior level executives for the world's leading organizations
- Four Stages™ of reintegration framework
- Research-based framework and contribution growth
- Whole range of end-to-end solutions
- Shared responsibility approach proven to drive change

Differentiators

- Global footprint, enhanced research and analytics capabilities
- Use of proprietary web-based technologies and candidate sourcing tools
- Worldwide talent database spanning all major industries and functions
- Unique approach that seamlessly integrates vast practical experience with in-depth scientific research
- Science-based assessments that are statistically proven to generate better results

Differentiators

- Flexible, scalable access to recruitment and combination of on-site and off-site resources
- Continuous improvement based on best practices
- Comprehensive recruitment tools and processes

Differentiators

- Unique combination of research and evidence-based expertise
- Research-based program tailored to the needs of the new executive and the organization
- Leveraging best-in-class intellectual property, including Korn Ferry's assessment tools

Differentiators

- Award-winning content and research that spans all key disciplines, represented in-house
- Proprietary IMPACT research methodology designed to identify the selling points of the organization, and to investigate the expectations and perceptions of key talent audiences
- Access to Korn Ferry's world-renowned IP and global footprint

Services

- Culture Transformation
- Enterprise Ability
- Global Competency Framework Consulting
- Organization Alignment
- Talent Analytics
- Talent Strategy Consulting

Services

- Assessment of Leadership Readiness
- Facilitated Talent Evaluation
- Validation, Development, and Review
- Succession Management Consulting
- Succession Heaters
- Careerpath

Services

- Board CEO and Top Team Succession
- CEO and Top Team Succession
- Collaboration, Team Culture, and Dynamics
- Succession Management Alignment
- Structure, Compensation, and Governance

Services

- Executive Development for individuals, teams, and groups
- High-Potential and Proven Leader Development
- Enterprise Leadership Development
- Executive Coaching

Services

- Development Planning and Engagement
- Diversity and Inclusion Suite
- Organizational Needs Assessment and Culture Consulting
- Selection and Onboarding

Services

- Board Recruitment and Engagement
- CEO Recruitment
- Executive Recruitment Suite
- Organizational Needs Assessment and Culture Consulting
- Selection and Onboarding

Services

- Single-Search Assignments
- Multi-Search Assignments
- Talent Acquisition Advisory Services
- Recruitment Technology Services

Services

- RPO with Impact
- Talent Acquisition Advisory Services
- Recruitment Technology Services

Services

- Executive Onboarding
- Transition and Development Coaching
- Team and Diversity Onboarding
- Social Media
- Talent Communities

Core Products

- 360 Products
- Competency Profile Manager
- Korn Ferry Leadership Architect (OFLA)™
- TalentView of Leadership Performance (TLP 360)™
- VEDGE™ for Learning Agility®

Core Products

- Korn Ferry Assessment of Leadership Potential (OFLP)
- Korn Ferry Leadership Architect (OFLA)™
- Learning Agility Architect™
- Succession Architect's EDGE™ for Learning Agility®

Core Products

- Board and CEO Services Team Architect™
- Korn Ferry Leadership Architect (OFLA)™
- Strategic Effectiveness Architects

Core Products

- 360 Products
- PVI For Four Improvement™
- Korn Ferry Assessment of Leadership Potential (OFLP)
- Korn Ferry Leadership Architect (OFLA)™
- Learning Agility Architect™
- VOKCS™

Core Products

- 360 Products
- Diversity & Inclusion Survey™
- Four Stages Assessments™
- Korn Ferry Leadership Architect (OFLA)™
- TalentView of Leadership Performance (TLP 360)™

Core Products

- Interview Architect's Express
- PVI For Four Survey™
- Four Stages Assessments™
- Korn Ferry Leadership Architect (OFLA)™
- SubAnalysr™

Core Products

- Interview Architect's Express
- Interviewing Right
- Korn Ferry Four Dimensional Executive Assessment
- SubAnalysr™
- TalentCalculation
- Foresight

Core Products

- Korn Ferry Four Dimensional Executive Assessment
- Foresight

Core Products

- Fast Start 100™
- SuccessStart™

Subcontractors.

Korn Ferry does not engage subcontractors in our executive search work.

APPENDIX II
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - VENDOR'S AGREEMENTS

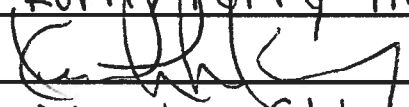
During the performance of this Contract, the Vendor agrees as follows:

- (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 Kormy Ferry International
AUTHORIZED SIGNATURE 
TITLE Co-Managing Director, Global Education Practice
DATE 12/10/15

Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2015

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).

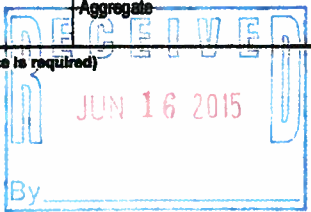
PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@marsh.com/F: 212-948-0535 J44390-EO-15-16	CONTACT NAME:	
	PHONE (A/C No, Ext):	FAX (A/C No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lexington Insurance Company		19437
INSURER B: N/A		N/A
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** LOS-001831232-24 **REVISION NUMBER:** 18

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
	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 <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Consultant's E&O		01-359-67-98 *Ded: \$150,000	05/31/2015	05/31/2016	Each 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)
EVIDENCE OF INSURANCE



CERTIFICATE HOLDER **CANCELLATION**

Korn/Ferry International 1900 Avenue of the Stars, Suite 2600 Los Angeles, CA 90087	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 of Marsh Risk & Insurance Services Danessa Flowers <i>Danessa Flowers</i>
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Not Applicable.

No Korn Ferry employees have an employment relationship with FIU, the State of Florida or any Florida State Agencies.

No FIU or State employees own an interest of 5% or more of Korn Ferry or its affiliates or branches.

Not Applicable.

Not Applicable.

Competitive Solicitation ITN56-001 Search Firms

EXHIBIT III

Best and Final Offer (BAFO)

Suppliers Name: Korn Ferry		Submitted by: Warren Ross						Signature: <i>Warren Ross</i>				Date: 3/9/2016		
	Proposed Professional Fees	Indirect/Administrative Fees	Direct Fees	Candidate leaves or is terminated	Cancellation of search	Failed Search	Price incentives	Early Payment Discount	Additional Hires	Internal Hires	Payment Terms	ACH/SUA/Pcard Payment	University & College Aggregate Annual Spend Discount	Individual Aggregate Annual Spend Discount
FIU's/SUS Financial Proposal Request (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.	Up to \$10,000 for position filled with candidate not presented by the firm.	1/3 upon signing agreement, 1/3 upon presentation of candidates, 1/3 when finalist accepts offer of employment.	ACH/credit card/SUA	Total of all Universities and Colleges aggregate spend exceeds \$500,000 a 1% discount and over \$1,000,000 an additional 1% discount for professional fees	University or College's individual total aggregate annual spend exceeds \$250,000 a 2% discount for professional fees
Supplier's Revised Financial Proposal	We do not believe a flat fee structure is a good fit with the wide range in searches. We propose that the professional fee will be 31% of first year comp with a cap of \$150,000.	We propose 8% of the the professional fee, a 25% discount from our usual fee.	These terms are acceptable, although we would request clarification on how they will be executed.	If any applicant hired as a result of a search process voluntarily leaves employment for any reason other than reorganization, material change in responsibilities or compensation, death or disability within eighteen (18) months of employment, Consultant will conduct a search for that person's replacement, without any additional fees, for reasonable actual expenses only.	Assuming we agree on the fee structure and terms, we can accept the cancellation terms.	We can agree with this language but would add that the search can be cancelled by mutual agreement.	We accept this term, but will not agree to "aggregate discounts" of any kind. (see Aggregate Annual Spend Discount.)	We can accept this term assuming our proposed terms around fee structure and and payment schedule are agreed upon.	We accept these terms.	With long experience, we know these circumstances are unusual and frankly, frequently subject to various interpretations. For that reason, we will not accept this language.	We are a retained search firm and do not accept contingency payment. We will agree to the 2 nd payment coming due upon candidate presentation, but with the 3 rd payment then due 30 days hence.	We are unable to accommodate these payment methods through our accounts payable system.	We cannot accept this term.	University or College's individual total aggregate annual spend exceeds \$1,000,000 a 2% discount for professional fees

	Search Process	Candidate Evaluation	Search Updates	Interviews	Selection/Offfer	Sunshine Laws/EEO/OFCCP Requirements	Candidate Experience	Background/Reference Checks	Hard to Fill positions
FIU/SUS Service Level Proposal Requests	No additional information needed.	• Do you pre-screen candidates before presenting?	• How often and in what form are progress and status reports delivered?	• How does you firm assist the institution in scheduling interviews?	No additional information needed.	• 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 you 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		Yes, candidates are screened before presenting.	Status and progress reports are delivered weekly or bi-weekly, depending on search committee preference. Reports are shared electronically in advance of a status update call.	Supplier's project coordinator manages all interview and travel scheduling unless otherwise requested by client.		Korn Ferry adheres to State of Florida sunshine and public record laws through careful and transparent management of candidate expectations and attention to the timing of all announcements. We will tailor our process to the client's application process. We capture EEO demographic information via voluntary candidate identification processes.	We pride ourselves on our trusted relationships with our clients and our candidates, and take seriously that our actions on our clients' behalf must reflect the utmost in professional courtesy and respect. As such, we respond to clients promptly throughout the search process.		Our process for developing candidate pools is highly individualized and tailored to each search, and would be discussed and agreed upon with the hiring authority and search committee for each search.