

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 **PARKER EXECUTIVE SEARCH, LLC**, a **GEORGIA** corporation, whose address is 5 Concourse Pkwy, Suite 2900, Atlanta, Georgia 30328, who is authorized to do business in the State of Florida (the "Contractor").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Contractor:

Laurie C. Wilder
President
Parker Executive Search
5 Concourse Parkway, Suite 2900
Atlanta, Georgia 30328

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 facsimile signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

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

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

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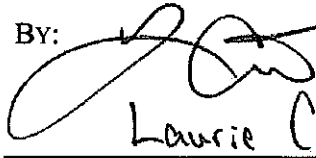
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IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date first written above.

FOR THE CONTRACTOR:

PARKER EXECUTIVE SEARCH, LLC

BY:


Laurie C. Wilder - President

NAME & TITLE:

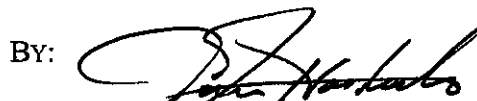
DATE:

7/20/16

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

BY:


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

DATE:

7/20/16

By:


Wendi Appelbaum
Assistant General Counsel

Date: 7-19-16

EXHIBIT I

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

POSTING OF BID TABULATION AND NOTICES

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

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

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

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



**FLORIDA
INTERNATIONAL
UNIVERSITY**

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

**FOR
Search Firms**

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Attached is Appendix V Sample Addendum.

1.0 OVERVIEW

1.1 Statement of Objective

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

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

1.2 Calendar of Events

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

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

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

1.3 Scope of Work and Deliverables

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

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

Table 1

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

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

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

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

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

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

1.4 Solicitation Response

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

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

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

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

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

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

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

Tab 4 - **Vendor Experience and Qualifications**

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

Tab 5 - **Search Process.**

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

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

Tab 6 - **Financial Proposal**

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Evaluation Points

The evaluation criteria and points are provided below.

Table A –

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

1.5.1 Evaluation Criteria

1.5.1.2 Vendor Experience and Qualifications

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

1.5.1.3 Search Process

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

1.5.1.4 Financial Proposal

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

1.6 Definitions

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

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

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

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

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

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

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

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

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

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

1.7 FIU Environment

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

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

2.0 PROCESS

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

The Authorized FIU Representative for this competitive solicitation is:

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

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

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

2.2 Vendor Communications and/or Inquiries

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

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

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

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

2.3 Restricted Vendor Communications

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

2.4 Addenda

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

2.5 Protests

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

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

2.6 Delivery and Labeling of Sealed Solicitation Response

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

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

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

2.7 Required Solicitation Response Format

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

2.8 Economy of Presentation

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

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

2.9 Solicitation Responses Must be in Ink or Typed

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

2.10 Vendor's Signature

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

2.11 Complete Responses Required

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

2.12 Use of Forms

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

2.13 Errors or Omissions

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

2.14 Solicitation Response Validity Period

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

2.15 Solicitation Response Opening

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

3.0 SELECTION PROCESS, EVALUATION PROCESS AND CRITERIA

3.1 Selection process

FIU will conduct the following selection process:

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

3.2 Cash Discounts

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

3.3 Tie Responses

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

3.4 Contract Award

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

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

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

3.5 Posting of Intent to Award/Protest

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

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

3.6 Commencement of Work

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

3.7 Alternate Brands or Equivalent Products

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

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

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

4.0 SPECIFIC TERMS

4.1 Retention Guarantee

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

4.2 Non-Solicitation Clause

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

4.3 Non-Compete

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

4.4 Affirmative Action and the Recruitment Process

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

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

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

4.5 OFCCP Compliance

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

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

4.6 Records

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

5.0 GENERAL TERMS

5.1 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Workers' Compensation

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

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

5.3 Software Warranty and Back up

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

5.4 Services and Warranty

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

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

5.5 Safety

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

5.6 Compliance With Laws and Regulations

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

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

5.7 Public Records Laws; Trade Secrets Certification.

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

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

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

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

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

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

5.8 Parking

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

5.9 Public Entity Crimes

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

5.10 Waiver of Rights and Breaches

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

5.11 Conflict of Interest

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

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

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

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

5.12 Covenant Against Commissions, or Brokerage and Contingent Fees

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

5.13 Use of Contract by Other Governmental Agencies

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

5.14 Disposition of Solicitation Responses

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

5.15 Licensing Requirements

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

5.16 Subcontractors

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

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

5.17 Small Business Minority Enterprise (SMBE) Reporting

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

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

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

5.18 Equal Opportunity Statement

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

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

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

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

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

5.19 Vendor's Employment of Unauthorized Aliens

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

APPENDIX I

CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL SOLICITATION RESPONSE SHEET

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

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

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

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

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

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

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

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

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

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

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - VENDOR'S AGREEMENTS

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

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

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

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

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

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX III

SAMPLE CONTRACT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Contractor:

Notices to FIU:

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

With copy to:

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

FOR THE CONTRACTOR:

BY:

NAME & TITLE:

DATE:

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

BY:

NAME & TITLE:

DATE:

APPROVED AS TO FORM AND LEGALITY

BY: _____

FIU Attorney

DATE: _____

APPENDIX IV**AFFIDAVIT OF TRADE SECRET CERTIFICATION**

STATE OF _____

COUNTY OF _____

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

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

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

Affiant- Full Name: _____

Address: _____

Telephone: _____

E-mail: _____

Affiant Signature: _____

STATE OF _____

COUNTY OF _____

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

_____ (Affiant).

NOTARY PUBLIC

Personally Known

Produced identification (Type of ID)

SAMPLE ADDENDUM

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

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.



**FLORIDA
INTERNATIONAL
UNIVERSITY**

Search Firm Services
ITN No. 56-001

Florida International University

December 17, 2015



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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
1.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
1.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
1.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
1.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
1.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
1.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
2.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
2.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
2.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
2.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
2.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW
2.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LCW

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

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

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

1.	✓		LCW
2.	✓		LCW
3.	✓		LCW

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

VENDOR COMPANY NAME Parker Executive Search, Inc.
AUTHORIZED SIGNATURE Law C. Wilder
TITLE President
DATE 12/9/15

Contact Information

Parker Executive Search's contact for this proposal (including negotiation and any notices related to this contract if awarded) is:

Laurie C. Wilder
President
Parker Executive Search
5 Concourse Parkway, Suite 2900
Atlanta, GA 30328
lwilder@parkersearch.com
(770) 804-1996 ext. 102

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PARKER EXECUTIVE SEARCH INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 5 CONCOURSE PARKWAY, SUITE 2900	Requester's name and address (optional)
6 City, state, and ZIP code ATLANTA, GA 30328	
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;">5</td><td style="width: 30px;">8</td><td style="width: 30px;"> </td><td style="width: 30px;">-</td><td style="width: 30px;">1</td><td style="width: 30px;">4</td><td style="width: 30px;">8</td><td style="width: 30px;">9</td><td style="width: 30px;">4</td><td style="width: 30px;">2</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>	Social security number																				-				-						or										Employer identification number										5	8		-	1	4	8	9	4	2										
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Michael Plunkett	Date ▶ May 16 2015
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

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

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

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

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

Part I - Vendor Contact Information

Vendor Name Parker Executive Search, Inc.	Remit Address (if different):		
Street Address 5 Concourse Parkway, Suite 2900	Street Address		
City Atlanta State GA Zip Code 30328	City	State	Zip Code
Country United States	Country		
Business Telephone Number (770) 804-1996	Federal Taxpayer Identification Number 58-1489422		
Business Fax Number (770) 804-1917	Business Type: <input type="checkbox"/> Individual - US Citizen or US Resident (W-9 Required) <input checked="" type="checkbox"/> US Company - C-Corp, S-Corp, LLC, LLP, LC, LP (W-9 Required) <input type="checkbox"/> Foreign Company (W-8 BEN Required) <input type="checkbox"/> Non-Resident Individual (Notify Tax Section (305) 348-6764)		
Business Web/Email Address http://www.parkersearch.com			

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

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

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

Qualifying Number of Employees or Annual Amount (\$) NAICS Code

Part III - Purchase Order Delivery and Payment Preferences

By which delivery method do you prefer to receive Purchase Orders: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> e-Mail	Please select payment method (Check Only One): <input type="checkbox"/> Check <input checked="" type="checkbox"/> EFT (Electronic Funds Transfer)
--	---

Part IV - Certification

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with Florida International University, I or my organization is in compliance with Chapter 112, Florida Statutes, conflict of interest, and that I have disclosed the name of and FIU employee who owns, directly or indirectly, an interest of 10% or more in the above organization or any of its branches. I further certify that I am not an employee of Florida International University.

Signature of Authorized Person

Name and Title of Person Signing **Laurie C. Wilder, President**

**Florida International University
 Purchasing Services Department
 University Park - CSC 411
 Miami, FL 33199
 Phone: (305) 348-2161
 Fax : (305) 348-3600
 Website: <http://finance.fiu.edu/purchasing>**

Please Print and Fax **Electronically Completed** Form to (305) 348-3600.
 Handwritten forms will not be accepted.

Print Form

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

PARKER EXECUTIVE SEARCH, INC.

a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 12109132
Date Inc/Auth/Filed : 11/01/1982
Jurisdiction : Georgia
Print Date : 7/27/2015
Form Number : 211




Brian P. Kemp
Secretary of State



Daniel F. Parker, Sr., Chairman
Laurie C. Wilder, President
Five Concourse Parkway, Suite 2900
Atlanta, GA 30328

Phone: 770.804.1996
Fax: 770.804.1917
parkersearch.com

VENDOR EXPERIENCE & QUALIFICATIONS

History of the Firm

Parker Executive Search was originally established in 1982 and is currently located in Atlanta, Georgia.

1982	Firm established under the name Schuyler Associates, Ltd.
1986	Firm changed name to Schuyler & Frye Associates, Inc.
1991	Firm changed name to Schuyler, Frye & Baker, Inc.
1999	Firm changed name to Baker-Parker & Associates, Inc.
2007	Firm changed name to Parker Executive Search, Inc.

President/Chief Executive Officer

Laurie C. Wilder is President of Parker Executive Search. Refer to the team qualifications section for her biography and contact information.

Experience in Higher Education

Parker Executive Search is a retained executive search firm dedicated to providing superior service to its clients in the identification and recruitment of outstanding professionals for senior executive positions.

With more than 100 years of combined experience, our search consultants are committed to building strong and lasting relationships with both our clients and candidates. Each search is led by a senior consultant and is assisted by experienced team members who provide support throughout every step of the search process. Based in Atlanta, Georgia, Parker Executive Search provides innovative and proactive search solutions to national and international clients.

Our higher education practice is one of the most highly regarded in the country. We understand the important role of search committees and campus constituencies and recognize the often difficult task of executing searches. Parker Executive Search utilizes a proven process to assist the client in successfully managing the selection process. To identify and recruit the best candidates we combine a careful review of our extensive proprietary database with original research tailored to the needs and desires of each client.

In addition to our higher education practice, our sports practice is one of the most highly regarded in the country as well, having conducted executive leadership searches for the NCAA, Division I, II, and III member institutions, and numerous searches for football, basketball, and other coaches. Our proven sports search process combined with our relationships within the higher education community gives our firm a unique perspective and advantage over other search firms in collegiate athletics.

In each search, we strive to maintain close contact with our client and potential candidates. Updates on the search progress, including candidates under consideration, will be delivered to the committee via a secure website developed for each search assignment.

We agree with the client on a strict timeline and commit the full resources of our firm in aggressively conducting the search and reaching a successful conclusion. Parker Executive Search has a reputation for exceeding clients' expectations by providing a diverse panel of candidates and a quality search process.

Professional Team Qualifications

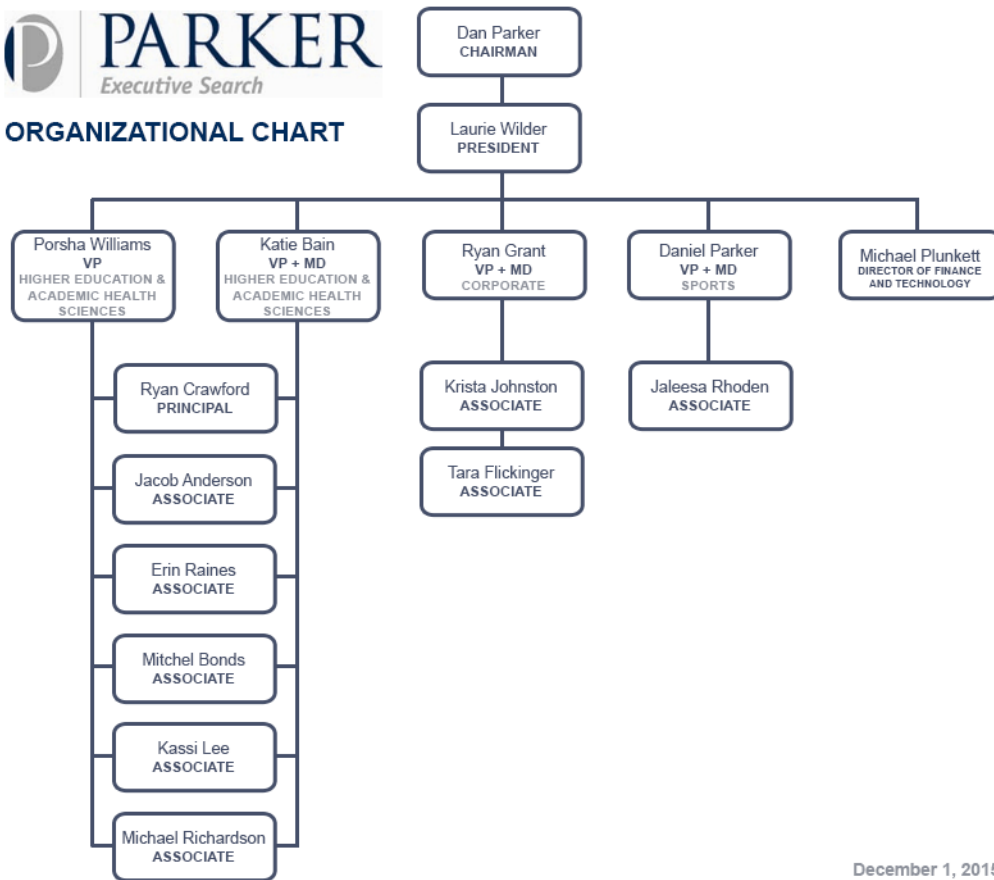
With more than 75 years of combined experience, our team is committed to building strong and lasting relationships with our clients and candidates. A senior member of our team leads every project, with support from other seasoned team members. Our clients always have one-on-one access to our team.

Please find profiles for our team members on the following pages.

Organizational Chart



ORGANIZATIONAL CHART



December 1, 2015

PROFESSIONAL TEAM

LAURIE C. WILDER

PRESIDENT

As President, Laurie Wilder is responsible for the day-to-day operations and leadership of Parker Executive Search.

Laurie has been with the firm for 16 years and is responsible for leading the development and delivery of successful recruiting strategies and best practices across multiple disciplines and industries.

Laurie has been involved in all aspects of the search process and has successfully conducted approximately 800 leadership searches. Her experience spans across AAU public research universities, regional and state colleges, as well as private liberal arts institutions. She has recruited for all leadership positions within the academic/collegiate athletics arena. Laurie has also actively worked on middle- and senior-level searches in the sales, marketing, material management, logistics, human resources, general management, operations, manufacturing, construction, and finance disciplines.

Laurie enjoys developing lasting relationships with her clients, and she feels a strong sense of ownership and responsibility for meeting their needs. The confidence her clients place in Parker Executive Search inspires her to never lose sight of the challenges and sense of purpose that drives her.

Laurie is often an invited speaker to higher education associations and enjoys discussing the role of executive search in academic leadership recruitment. She is a past board member of the Atlanta Tipoff Club, which annually awards basketball's Naismith Award. She also has been a speaker at the Executive Leadership Institute for the National Association of Collegiate Women Athletics Administrators and for the NCAA Champions Forum.

Laurie is driven by opportunities to give back to her community. She is an active volunteer for Atlanta based Feeding the Multitude. She plays a key role in the volunteer leadership of the Wesleyan Arts Alliance.

Laurie graduated with honors from the University of Georgia with a Bachelor of Business Administration and an emphasis in management. Before joining Parker Executive Search, she was vice president of corporate relocation for Harry Norman Realtors and worked in sales for ConAgra Corporation.

Laurie lives in Johns Creek, Ga., with her husband, Preston, and their children, Maguire and Holden. They are members of North Point Community Church.



PARKER
Executive Search

Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x102
lwilder@parkersearch.com

PROFESSIONAL TEAM

KATIE BAIN

VICE PRESIDENT & MANAGING DIRECTOR

Katie Bain joined the Parker Executive Search team in June 2005 as an Associate, and now leads the academic health sciences and healthcare practice.

She develops and executes searches for a range of top academic health science centers and higher education clients across the country. Katie is engaged in every step of the search process and some of her specific responsibilities include: partnering with clients to fully understand their purposes and goals; developing and executing on a well-defined search strategy specific to the needs of each client; identifying and recruiting the most qualified candidates for each opportunity; and providing counsel and guidance throughout the search process. Katie ensures that a thorough process is applied in an expert manner leading to successful execution and completion of searches.

Katie graduated magna cum laude from the Medical College of Georgia in 2001 with a bachelor's degree in nursing. After working as a registered nurse for 2 years, she pursued an advanced degree at the University of Georgia, earning her MBA in May 2005.

Katie lives in Alpharetta, Ga., with her husband, Michael, and their two sons. She is actively involved in her local community and volunteers at her son's school, church, and local sports organizations.



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Executive Search

Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x108
kbain@parkersearch.com

PROFESSIONAL TEAM

DANIEL PARKER

VICE PRESIDENT & MANAGING DIRECTOR

Daniel works on corporate, sports and higher education searches. Daniel has worked on numerous corporate vice president searches, collegiate athletic director searches and collegiate basketball, baseball, and football head coach searches. In his role, Daniel is also responsible for Business Development and Candidate Development.

Before joining Parker Executive Search, Daniel spent 10 years in the Sales and Marketing division for Nissan North America in California, Florida, and South Carolina before moving to Atlanta in 2009. Along with his extensive sales and marketing experience, Daniel also spent time working in automotive finance for Nissan Motor Acceptance Corporation. Daniel's responsibilities included retail financial products, automotive floor plans, and dealership mortgages.

In addition to his duties at Parker Executive Search, Daniel has been a speaker at the National Association of Collegiate Directors of Athletics Conferences, the Black Coaches Association Conference, Villa 7 Center for Leadership, National Association of Collegiate Women's Administrators Convention and the Collegiate Athletic Leadership Symposium.

Daniel graduated from The Terry College of Business at The University of Georgia, earning a BBA with an emphasis in Marketing. Daniel also earned his MBA from The Terry College of Business at The University of Georgia.

Daniel and his wife Callie have three daughters: Caroline, Molly and Olivia.



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Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x116
danielparker@parkersearch.com

PROFESSIONAL TEAM

PORSHA WILLIAMS

VICE PRESIDENT

Porsha Williams is vice president of higher education for Parker Executive Search.

She leads business, client and candidate development for the firm's higher education practice.

Her career with the firm began as Chief of Staff to the President and quickly advanced through the ranks to her current leadership role. She is responsible for client management, candidate development and recruitment, and successful search execution. Porsha has significant experience recruiting world class leaders among colleges and universities across the country. She has successfully completed over 200 searches. In addition, Porsha has conducted substantial work for Fortune 500 companies in the financial services industry.

Prior to joining the firm in 2005, Porsha worked in sales and management for the Hertz Corporation and was quickly promoted to branch manager in Tucker, Ga. She graduated from the University of Georgia with a bachelor's degree in speech communications.

Porsha is passionate about diversity recruitment and finding opportunities for talented minority candidates. She also is an organizer and advisor to Feeding the Multitude, an organization that helps feed underprivileged youth and families.

Porsha lives in Dacula, Ga, with her husband, Courtney, and their daughters Kai and Kendall.



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Executive Search

Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x109
pwilliams@parkersearch.com

PROFESSIONAL TEAM

RYAN CRAWFORD

PRINCIPAL

Ryan Crawford is a principal with Parker Executive Search who plays a key role in the firm's higher education practice.

He is actively involved in candidate identification and recruitment, client management, and business development. Ryan joined the firm in 2007 and has successfully completed more than 120 search assignments for presidents, chancellors, vice presidents, deans, athletic directors and head coaches at institutions of higher learning around the world.

Prior to working at Parker Executive Search, Ryan was a business reporter at the Gwinnett Daily Post, a newspaper in suburban Atlanta. He also spent time as an associate reporter for MLB.com in Chicago.

Ryan graduated summa cum laude from the University of Georgia with bachelors' degrees in journalism and political science and was inducted into Phi Beta Kappa. He also earned an MBA from the University of Texas at Austin. Ryan and his wife Jessica live in Austin, Texas and enjoy hiking, traveling, and golfing.



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Executive Search

Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x110
rcrawford@parkersearch.com

PROFESSIONAL TEAM

ERIN RAINES, J.D.

ASSOCIATE

Erin Raines joined Parker Executive Search in 2013 and plays an integral role in recruiting higher education leaders.

She focuses on research, candidate development, client and candidate logistics and is a key force in facilitating client and candidate communication.

Prior to joining the firm, Erin worked at Greenberg Traurig, LLP in Atlanta, Georgia. Erin graduated cum laude with a Bachelor of Science in finance from the University of Tennessee, Knoxville. She also earned her Juris Doctorate degree from the University of Tennessee College of Law.

Erin brings a high level of performance and enthusiastically assists in recruiting qualified candidates who make a difference on college campuses across the country.

Erin serves on the board of the Atlanta Region Alumni Chapter of the University of Tennessee. Living in Atlanta, Erin is an avid sports fan, who enjoys traveling, volunteering and spending time with family and friends.



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Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x117
eraines@parkersearch.com

PROFESSIONAL TEAM

JACOB ANDERSON ASSOCIATE

Jacob joined Parker Executive Search in 2012 as an Associate in the Academic Health Sciences and Healthcare Practice.

As an Associate, he works to identify and recruit strong candidates for each individual client. Jacob's responsibilities include setting a strategy for the recruitment of qualified individuals, researching and sourcing potential candidates, managing the logistics of interviews, and conducting thorough background and reference checks on finalist candidates. Jacob partners with the Vice President and Managing Director of the Academic Health Sciences and Healthcare Practice on client engagement and updates throughout the search process, and he often leads off-site first round interviews.

Jacob graduated summa cum laude from the University of Georgia Honor's Program with a Bachelor of Business Administration in Finance and a Bachelor of Arts in Spanish. During his time in college, Jacob spent eight weeks studying and living with a family in Seville, Spain. He also interned and worked as a consultant for Parker Executive Search. Following graduation, he directed the website redesign of a leading Real Estate Auction firm. After completing the project, Jacob joined Parker Executive Search in his current capacity.

Jacob enjoys traveling and college football. He currently resides in Atlanta, Georgia.



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Executive Search

Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x111
janderson@parkersearch.com

PROFESSIONAL TEAM

JALEESA RHODEN

ASSOCIATE

Jaleesa joined Parker Executive Search as an associate, working primarily in the sports practice. She is responsible for maintaining accurate and up-to-date candidate information, scheduling and overseeing interview logistics, and ensuring effective communication with clients and candidates throughout the search process. Having been a Division I women's basketball student-athlete during her undergraduate career and, most recently, working three years within intercollegiate athletics, she brings a fresh NCAA Division I perspective.

Jaleesa graduated with a double major from The University of Georgia with a Bachelor's degree in Consumer Economics and a Bachelor of Business Administration in Business Management from the acclaimed Terry School of Business. In 2013, she earned a Master of Science in Kinesiology, specializing in Sport Management and Policy from The University of Georgia. Prior to joining the PES team, Jaleesa worked for the NCAA's Championships and Alliances group in Indianapolis.

Jaleesa enjoys staying active and spending time with family and friends. She currently resides in Sandy Springs, Georgia.



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Executive Search

Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x121
jrhoden@parkersearch.com

PROFESSIONAL TEAM

MITCHEL BONDS ASSOCIATE

As an associate, Mitchel works with the firm's vice presidents to identify and recruit candidates for our clients' consideration. His responsibilities include setting a recruitment strategy, researching and sourcing potential candidates, managing interview logistics, and conducting thorough background and reference checks on candidates.

Prior to joining Parker Executive Search, Mitchel was the Chief Compliance Officer at SecurTest, Inc., responsible for FCRA, EEOC and other legal compliance regarding background investigations. Mitchel led a team of over twenty certified background screening and compliance team members and oversaw all background investigations which resulted in adverse or derogatory information reported to ensure compliance with the various laws and client expectations. Mitchel was also responsible for interfacing with key accounts, such as the Department of Defense and its various military branches.

Mitchel graduated from the University of Georgia with a Bachelor of Business Administration in Management and a minor in Spanish. He serves as a small group volunteer leader at 12Stone Church, which ministers to the Atlanta area with over 15,000 members.

Mitchel enjoys team trivia, running and college football. He currently resides in Atlanta, Georgia.



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Executive Search

Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x113
mbonds@parkersearch.com

PROFESSIONAL TEAM

KASSI LEE ASSOCIATE

As an associate, Kassi works with the firm's vice presidents to identify and recruit candidates for our clients' consideration. Her responsibilities include setting a recruitment strategy, researching and sourcing potential candidates, managing interview logistics, and conducting thorough background and reference checks on candidates.

Prior to joining the firm, Kassi worked in collegiate athletics. She spent a year at the United States Military Academy working with the Army football team after serving two and a half years with Georgia Southern University's football program. Kassi earned two degrees from Georgia Southern University, a bachelor's of business administration in 2011 and a master's of business administration degree in 2013. She was also a member of the cross country and track teams as an undergraduate



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Executive Search

Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x118
klee@parkersearch.com

PROFESSIONAL TEAM

MICHAEL RICHARDSON

ASSOCIATE

Michael joined Parker Executive Search as an associate, working primarily in the higher education practice.

As an associate, Michael works with the firm's vice presidents to identify and recruit candidates for our clients' consideration. His responsibilities include assisting with setting a recruitment strategy and researching potential candidates. Working with the Director of Finance & Technology, Michael also manages accounting and technology functions for the firm.

Before joining the firm, Michael worked in the finance department of INVISTA, a subsidiary of Koch Industries. Michael graduated magna cum laude with a Bachelor of Business Administration in Finance from Kennesaw State University. He was also a member of the KSU Student Health Advisory Committee and the KSU Coles College of Business Student Advisory Board.



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Executive Search

Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x112
mrichardson@parkersearch.com

PROFESSIONAL TEAM

MICHAEL PLUNKETT

DIRECTOR OF FINANCE & TECHNOLOGY

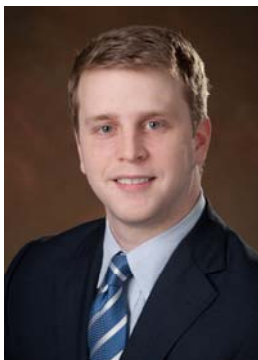
Michael Plunkett is the director of finance and technology, ensuring all financial and technological operations of Parker Executive Search run smoothly.

Michael previously served as manager of technology and was promoted in May 2015 to oversee the finance and accounting functions of Parker Executive Search. Since joining Parker Executive Search, Michael has streamlined many of our systems and functions and will continue to do so in the area of finance.

In 2010, Michael joined the firm as a database manager and developed and launched the Parker Dashboard later that year. An avid sports fan, he expanded the firm's collegiate athletic coach database and also was featured in an ESPN.com article about the database. In 2011, Michael became one of only three to ever receive the Parker Executive Search President's Award.

Michael graduated from the University of Georgia in 2009 with a Bachelor of Arts in cognitive science and is currently pursuing his MBA at Georgia Tech.

Michael is active in the UGA Alumni Association and an active alumnus of the Westminster Schools. He currently lives in Buckhead and enjoys playing guitar, bowling and going to sporting events and concerts.



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Five Concourse Parkway
Suite 2900
Atlanta, GA 30328
770.804.1996 x114
mplunkett@parkersearch.com

References

Linda C. Lucas, Ph.D.

Provost

The University of Alabama at Birmingham
1530 3rd Ave. S.
Birmingham, AL 35294
(205) 934-0622
lucas@uab.edu

Last Search Conducted:

Dean, School of Optometry (2014)

Also a selected candidate in the University of Alabama at Birmingham's Provost search.

Sidney A. McPhee, Ph.D.

President

Middle Tennessee State University
110 Cope Administration Building
Murfreesboro, TN 37132
(615) 898-5825
smcphee@mtsu.edu

Last Search Conducted:

Dean, College of Business (2013)

Rodney D. Bennett, Ed.D.

President

The University of Southern Mississippi
Office of the President
Hattiesburg, MS 39406
(601) 266-5001
Rodney.Bennett@usm.edu

Last Search Conducted:

Provost and Vice President for Academic Affairs (current)

Also a selected candidate in the University of Southern Mississippi's President search.

John W. Kelly, Ph.D.

President

Florida Atlantic University
777 Glades Road
Boca Raton, FL 33431
(561) 297-3450
president@fau.edu

Last Search Conducted:

Assistant Vice President for Facilities Management (current)

Also a selected candidate in Florida Atlantic University's President search.

Successful Searches (Past 4 Years)

Our firm has conducted the following searches over the past four years:

American University	Director of Athletics & Recreation	02/26/2013
American University	Head Men's Basketball Coach	04/30/2013
Amherst College	Director of Athletics	02/18/2015
Atlanta Dream	Head Coach	11/21/2013
Augusta University	Associate Dean for Research, College of Nursing	08/25/2015
Augusta University	Dean, College of Dental Medicine	01/23/2014
Augusta University	Dean, College of Education	02/17/2015
Augusta University	Dean, College of Science & Mathematics	07/01/2013
Augusta University	Director, Institute of Public & Preventive Health	09/05/2013
Augusta University	President	06/30/2015
Augusta University	Vice President, Student Affairs	06/21/2013
Bowling Green State University	Dean of the College of Business Administration	05/04/2012
Bowling Green State University	Vice Provost for Strategic Enrollment Planning - Chief Enrollment Officer	07/03/2015
Bradley University	Director of Athletics	03/16/2015
Bradley University	Head Men's Basketball Coach	03/28/2015
Bradley University	Vice President for Enrollment Management	02/04/2013
Brown University	Director of Athletics and Recreation	04/05/2012
Butler University	Associate Provost for Assessment, Scholarship, and Professional Development Programs	04/02/2015
Butler University	Dean, College of Business	03/19/2014
California State University, Fresno	Head Women's Basketball Coach	04/17/2014
Central Michigan University	Executive Vice President and Provost	05/16/2013
Clemson University	Founding Dean, Eugene T. Moore School of Education	05/05/2014
Colby College	Director of Athletics	12/22/2014
Columbus State University	Director of Intercollegiate Athletics	06/26/2014
Dartmouth College	Director of Career Services	12/11/2012
Delta State University	President	02/28/2013
DePaul University	Head Men's Basketball Coach	03/29/2015
Des Moines University	Academic Pathologist	04/24/2012
Des Moines University	Chair, Family Medicine	02/26/2013
Des Moines University	Chief Compliance Officer	03/22/2012
Des Moines University	Dean, College of Osteopathic Medicine	06/07/2013
Des Moines University	Director of Center for Improvement of Teaching & Learning	04/02/2012

Dixie State University	Provost and Vice President for Academic Affairs	11/03/2015
Elon University	Head Football Coach	12/11/2013
Emory and Henry College	Founding Dean, School of Health Sciences	12/30/2013
Emory and Henry College	Occupational Therapy Program Director / Department Chair	07/01/2015
Emory and Henry College	Physician Assistant Program Director / Department Chair	05/11/2015
Ferris State University	Dean, College of Arts & Sciences	05/04/2012
Ferris State University	Dean, College of Engineering Technology	04/20/2012
Ferris State University	Dean, College of Health Professions	05/03/2012
Ferris State University	Dean, Michigan College of Optometry	12/16/2012
Florida Atlantic University	President	01/17/2014
Florida State University	Dean of the College of Music	02/26/2013
Florida State University	Dean of the College of Visual Arts, Theatre & Dance	03/26/2013
Florida State University	Dean, College of Arts & Sciences	10/25/2012
Florida Virtual Campus	Executive Director	03/14/2013
Fordham University	Head Men's Basketball Coach	03/30/2015
George Mason University	Director of Intercollegiate Athletics	06/02/2014
George Mason University	Head Men's Basketball Coach	03/30/2015
Georgia College	Chief Human Resource Officer	08/19/2014
Georgia College	Director of Admissions	10/24/2014
Georgia College	Director, School of Nursing	06/30/2015
Georgia Highlands College	President	06/06/2014
Georgia Institute of Technology	Executive Director, Strategic Consulting	03/25/2014
Georgia Institute of Technology	Senior Vice President, Administration & Finance	05/28/2014
Georgia Military College	President	02/26/2013
Georgia Southern University	Director of Athletics	11/12/2012
Georgia Southern University	Founding Dean, Allen E. Paulson College of Engineering & Information Technology	10/24/2012
Georgia State University	Dean of the Robinson College of Business	06/04/2014
Georgia State University	Director of Athletics	08/14/2014
Georgia State University	Head Football Coach	12/01/2012
Indiana State University	Dean of Library Services	03/12/2014
Indiana State University	Dean of the Scott College of Business	06/11/2012
Indiana State University	Dean, Bayh College of Education	04/10/2013
Indiana State University	Dean, College of Graduate and Professional Studies & Chief Research Officer	12/01/2013
Indiana State University	Dean, College of Nursing, Health, and Human Services	07/16/2013
Indiana State University	Dean, College of Technology	02/14/2014

Indiana State University	Executive Director, Gongaware Center and Networks Financial Institute	02/14/2014
Indiana State University	Physician Assistant Program Director	12/11/2013
Indiana State University	Program Director, Physical Therapy	12/14/2012
Indiana State University	Provost and Vice President for Academic Affairs	03/05/2015
Iona College	Director of Athletics	04/12/2013
Iona College	Provost and Senior Vice President for Academic Affairs	04/01/2014
Iowa State University	Head Football Coach	12/01/2015
Iowa State University	Head Men's Basketball Coach	06/08/2015
Iowa State University	Raisbeck Endowed Dean, College of Business	05/09/2013
Iowa State University	Senior Vice President and Provost	05/07/2012
Kansas State University	Dean of the College of Veterinary Medicine	04/22/2015
Kansas State University	Head Women's Basketball Coach	03/18/2014
Kansas State University	Vice President for Human Capital	05/21/2014
Kansas State University	Vice President for Research	05/05/2014
Kennesaw State University	Chief Diversity Officer	05/18/2012
Kennesaw State University	Dean of the Coles College of Business	05/09/2012
Kennesaw State University	Dean, College of Humanities and Social Sciences	04/27/2012
Kennesaw State University	Dean, College of Science and Mathematics	04/23/2012
Kennesaw State University	Executive Director, Business Success Center	03/03/2015
Kennesaw State University	Vice President for Economic Development & Community Engagement	03/30/2015
Kennesaw State University	Vice President for Student Affairs	03/18/2015
Kennesaw State University	Vice President for University Advancement and Development	01/19/2012
Kent State University	Dean, College of Applied Engineering, Sustainability and Technology	03/07/2012
Louisiana Tech University	Head Football Coach	12/17/2012
Loyola University, Maryland	Head Men's Basketball Coach	04/12/2013
Middle Tennessee State University	Dean, College of Mass Communication	04/22/2013
Middle Tennessee State University	Dean, Jennings A. Jones College of Business	03/15/2013
Mississippi State University	Dean of the Bagley College of Engineering	05/15/2013
Mississippi State University	Head Men's Basketball Coach	04/02/2012
Mississippi University for Women	Provost and Vice President for Academic Affairs	06/01/2012
North Carolina State University	Head Football Coach	12/01/2012
North Carolina State University	Head Women's Basketball Coach	04/05/2013
Northern Arizona University	Head Men's Basketball Coach	04/13/2012
Northern Arizona University	Vice President and Director of Athletics	03/30/2012
Northern Illinois University	Associate Vice President and Director of Athletics	07/16/2013
Northern Illinois University	President	04/02/2013

Northern Illinois University	Vice President for Administration and Finance	01/13/2015
Northern Kentucky University	Director of Intercollegiate Athletics	06/26/2013
Northern Kentucky University	Head Men's Basketball Coach	04/06/2015
Northern Michigan University	Provost / Vice President - Academic Affairs	05/13/2015
Northwestern University	Head Men's Basketball Coach	03/28/2013
Ohio University	Head Men's Basketball Coach	04/06/2014
Oklahoma State University, Stillwater	Dean of the Spears School of Business	05/02/2014
Pomona College	Chair of the Department of Physical Education and Director of Athletics	03/27/2015
Purdue University	Head, Department of Computer & Information Technology	05/02/2012
Purdue University Calumet	Associate Vice Chancellor of Advancement	12/12/2013
Rush University	Chair, Department of Clinical Nutrition	07/27/2015
Rush University	Dean of College of Health Sciences	12/18/2014
Rutgers University	Director of Athletics	05/15/2013
Rutgers University	Director, Institute for Health, Health Care Policy and Aging Research	02/18/2015
Southeast Missouri State University	Director of Athletics	04/19/2012
Southeast Missouri State University	President	03/04/2015
Southeast Missouri State University	Provost	11/26/2013
Southern Illinois University, Edwardsville	Chancellor	04/27/2012
St. Cloud State University	Director of Athletics	03/17/2012
Stony Brook University	Director of Athletics	05/08/2014
Texas A&M University	Director of Athletics	06/30/2012
Texas A&M University-Corpus Christi	Dean, College of Business	05/24/2013
Texas A&M University-Corpus Christi	Executive Vice President for Finance and Administration	08/12/2015
Texas A&M University-Kingsville	Head Football Coach	12/16/2014
Texas Christian University	Head Men's Basketball Coach	04/09/2012
Texas State University	Associate Vice President for Instructional Technologies Support	06/02/2015
Texas State University	Head Men's Basketball Coach	04/04/2013
Texas State University	Vice President for Information Technology	05/20/2015
The College of New Jersey	Dean, School of Nursing, Health, and Exercise Science	01/27/2014
The Ohio State University	Vice Provost for Arts and Sciences and Executive Dean of the College of Arts & Sciences	05/14/2013
The Pennsylvania State University	Assistant Athletic Director for the Nittany Lion Club	06/17/2013
The Pennsylvania State University	Associate Athletic Director	04/10/2014
The Pennsylvania State University	Senior Director, University Health Services	07/29/2015
The University of Alabama at Birmingham	Chair of the Department of Biostatistics	01/15/2014
The University of Alabama at Birmingham	Chair, Department of Health Services Administration	01/10/2014

The University of Alabama at Birmingham	Chair, Department of Marketing, Industrial Distribution & Economics	03/26/2015
The University of Alabama at Birmingham	Dean of the College of Arts and Sciences	05/13/2013
The University of Alabama at Birmingham	Dean, School of Business	04/04/2013
The University of Alabama at Birmingham	Dean, School of Optometry	02/25/2014
The University of Alabama at Birmingham	Director of Athletics	05/01/2015
The University of Alabama at Birmingham	Provost	04/27/2012
The University of Alabama at Birmingham	Vice President of Financial Affairs and Administration	08/04/2014
The University of Alabama at Huntsville	Chief Information Officer / Associate Provost	06/30/2012
The University of Connecticut Foundation	President and CEO	07/19/2013
The University of Southern Mississippi	Chair of the Department of Curriculum, Instruction, and Special Education	09/14/2015
The University of Southern Mississippi	Director, School of Computing	04/17/2014
The University of Southern Mississippi	President	02/07/2013
The University of Southern Mississippi	Provost and Vice President for Academic Affairs	11/12/2015
The University of Texas at Arlington	Chair, Department of Bioengineering	03/08/2015
The University of Texas at Arlington	Chair, Department of Biology	11/20/2014
The University of Texas at Arlington	Chair, Department of Computer Science and Engineering	02/20/2015
The University of Texas Health Science Center at San Antonio	Dean of the School of Health Professions	03/03/2014
United States Olympic Committee	Chief Development Officer	06/17/2013
University at Albany, State University of New York	Director of Athletics	08/20/2014
University at Albany, State University of New York	Vice President of Communications and Marketing	06/02/2015
University at Buffalo	Director of Athletics	05/08/2012
University at Buffalo	Head Men's Basketball Coach	03/26/2013
University of Alabama, Tuscaloosa	Vice President for Advancement	08/20/2015
University of Alaska, Fairbanks	Director of Athletics	08/31/2012
University of California, San Diego	Vice Chancellor - Student Affairs	06/18/2014
University of Central Florida	Associate Vice President and Chief Human Resources Officer	11/06/2013
University of Central Florida	Dean, College of Engineering and Computer Science	05/10/2013
University of Central Florida	Dean, College of Nursing	06/30/2015
University of Central Florida	Head Football Coach	12/02/2015
University of Central Florida	Provost and Vice President for Academic Affairs	05/27/2014
University of Central Florida	Vice President and Director of Athletics	11/19/2015
University of Central Florida	Vice President for Alumni Relations and Development	05/08/2015
University of Central Florida	Vice Provost of Regional Campuses	04/02/2013
University of Chicago	Director of Athletics	06/17/2013
University of Connecticut	Director of Athletics	02/12/2012

University of Connecticut	Head Football Coach	12/12/2013
University of Dayton	Vice President/Director of Athletics	09/25/2015
University of Delaware	Associate Dean of Nursing & Healthcare Innovation	12/19/2014
University of Delaware	Director of Athletics and Recreation Services	10/10/2012
University of Florida	Assistant Provost and Director, UF Online	03/20/2015
University of Florida	Chair and Professor, J. Crayton Pruitt Family Department of Biomedical Engineering	06/15/2012
University of Florida	Dean of the College of Health and Human Performance	03/26/2013
University of Florida	Dean, College of Journalism and Communications	06/11/2012
University of Florida	Dean, College of Liberal Arts & Sciences	03/10/2015
University of Florida	Director of the Engineering Leadership Institute	05/08/2013
University of Florida	Intel / Charles E. Young Endowed Chair in Information Technology	03/23/2015
University of Florida	Intel / Charles E. Young Endowed Chair in Nanotechnology	09/17/2012
University of Florida	Vice President for Student Affairs	05/17/2012
University of Georgia	Vice President for Finance and Administration	03/11/2014
University of Hartford	Director of Athletics	05/02/2014
University of Hawai'i at Manoa	Director of Athletics	12/08/2012
University of Illinois	President	11/19/2014
University of Illinois at Chicago	Chancellor	12/18/2014
University of Illinois Hospital & Health Sciences System	Assistant Vice President and Chief Medical Information Officer	09/10/2012
University of Illinois Hospital & Health Sciences System	Associate Vice President for Community-Based Practice	09/26/2012
University of Illinois Hospital & Health Sciences System	Associate Vice President for Health Affairs, Professional Practice	09/05/2012
University of Illinois Hospital & Health Sciences System	Associate Vice President for Quality	09/10/2012
University of Illinois, Urbana-Champaign	Dean, College of Liberal Arts & Sciences	05/05/2014
University of Illinois, Urbana-Champaign	Head Men's Basketball Coach	03/29/2012
University of Illinois, Urbana-Champaign	Vice Chancellor for Academic Affairs and Provost	05/10/2012
University of Indianapolis	Dean, School of Business	03/18/2015
University of Indianapolis	Dean, School of Psychological Sciences	03/19/2015
University of Iowa	President	09/03/2015
University of Kentucky	Dean of the College of Design	06/18/2015
University of Massachusetts, Amherst	Director of Athletics	03/23/2015
University of Minnesota, Duluth	Director of Intercollegiate Athletics	04/03/2013
University of Minnesota, Twin Cities	Director of Athletics	04/23/2012
University of Mississippi Medical Center	Chair of OB/GYN	07/02/2012
University of Nebraska, Lincoln	Head Men's Basketball Coach	03/25/2012
University of New Haven	Head Football Coach	02/05/2014

University of North Georgia	Vice President for Advancement	03/05/2015
University of Northern Colorado	Director of Intercollegiate Athletics	11/04/2013
University of Northern Iowa	President	02/07/2013
University of Northern Iowa	Vice President of University Advancement and President of the UNI Foundation	05/19/2015
University of Oregon	Dean of the College of Education	05/27/2014
University of Oregon	President	04/15/2015
University of Pennsylvania	Director of Recreation and Intercollegiate Athletics	03/24/2014
University of South Carolina	Chancellor, Palmetto College	01/14/2013
University of South Carolina	Dean, College of Engineering and Computing	11/11/2015
University of South Carolina	Dean, College of Hospitality, Retail and Sport Management	06/12/2015
University of South Carolina	Dean, Darla Moore School of Business	12/17/2013
University of South Carolina	Dean, USC Lancaster	04/02/2013
University of South Carolina	Dean, USC Sumter	01/16/2014
University of South Carolina	Dean, USC Union	05/07/2013
University of South Carolina	Director of Internal Audit	10/17/2013
University of South Carolina	Executive Vice Chancellor, Palmetto College	06/23/2015
University of South Carolina	Vice Chancellor for e-Learning, Palmetto College	09/01/2015
University of South Carolina	Vice President for Development and Alumni Relations	08/01/2013
University of South Carolina, Beaufort	Chancellor	06/18/2015
University of South Florida	Dean of the College of Education	05/15/2013
University of South Florida	Dean of the College of Engineering	07/14/2014
University of South Florida	Dean of the Honors College	05/28/2014
University of South Florida	Vice President of Student Affairs	11/14/2013
University of Tennessee Health Science Center	Associate Dean for Student Affairs, College of Pharmacy	04/28/2014
University of Tennessee Health Science Center	Associate Vice Chancellor of Human Resources	01/10/2014
University of Tennessee Health Science Center	Chair, Department of Anesthesiology & Chief of Service for Anesthesia for UT Regional One Physicians	07/16/2015
University of Tennessee Health Science Center	Chair, Department of Preventive Medicine	07/30/2014
University of Tennessee Health Science Center	Dean, College of Nursing	03/05/2012
University of Tennessee Health Science Center	Director, Pediatric Obesity Research Program	09/23/2013
University of Tennessee Health Science Center	Eastridge-Cole Endowed Professorship for Thoracic Oncologic Surgery	10/02/2013
University of Tennessee Health Science Center	Vice Chancellor for Information Technology and Chief Information Officer	08/21/2012
University of Tennessee Health Science Center	Vice Chancellor for Research	05/11/2015
University of Tennessee Health Science Center and Le Bonheur Children's Hospital	Chair of Pediatrics and Physician-in-Chief	02/24/2012
University of Tennessee, Chattanooga	Chancellor	02/26/2013

University of Tennessee, Chattanooga	Dean, College of Health, Education and Professional Studies	03/08/2013
University of Tennessee, Chattanooga	Head Men's Basketball Coach	04/13/2015
University of Tennessee, Chattanooga	Provost and Senior Vice Chancellor for Academic Affairs	05/12/2013
University of Tennessee, Knoxville	Assistant Vice Chancellor for Information Technology and Chief Information Officer	05/14/2013
University of Tennessee, Knoxville	Dean of the College of Law	11/18/2014
University of Tennessee, Knoxville	Dean, College of Business Administration	10/03/2012
University of Tennessee, Knoxville	Director of Children's Mental Health Services Research Center and Betsey R. Bush Endowed Professor in Behavioral Health	04/07/2014
University of Tennessee, Knoxville	Vice Chancellor for Diversity	11/07/2012
University of Tennessee, Knoxville	Vice Chancellor for Research	08/24/2012
University of Tennessee, Knoxville	Vice Chancellor for Student Life	10/18/2013
University of Washington	Dean of Dentistry	03/13/2012
University of Washington	Dean of the College of Education	03/17/2015
University of Washington	Dean, School of Pharmacy	07/21/2014
University of Washington	Vice President for Student Life	05/29/2013
University of West Georgia	President	03/16/2013
University of Wisconsin-Oshkosh	Dean, College of Nursing	11/21/2014
UT Graduate School of Medicine	Chair, Department of Radiology	04/11/2013
Valdosta State University	Provost and Vice President of Academic Affairs	04/01/2014
Vanderbilt University	Head Football Coach	01/17/2014
Vanderbilt University	Head Men's Golf Coach	06/21/2012
Vassar College	Director of Athletics and Physical Education	07/27/2015
Villanova University	Director of Athletics	08/25/2015
Vincennes University	Provost and Vice President for Instructional Services	05/09/2012
Virginia Commonwealth University	Director of Addiction Medicine	10/04/2012
Virginia Commonwealth University	Director, School of Mass Communications	05/10/2013
West Texas A&M University	Vice President for Institutional Advancement	06/08/2015
West Texas A&M University	Vice President for Student Affairs	06/07/2013
West Texas A&M University	Vice President of Business and Finance	06/23/2014
West Virginia State University	Head Football Coach	12/04/2012
West Virginia University	Associate Vice President for Enrollment Management and Services	08/20/2015
West Virginia University	Dean of the Davis College of Agriculture, Natural Resources, and Design and Director of the WV Agricultural and Forestry Experiment Station	01/20/2012
West Virginia University	Dean/Director of Extension Service	03/13/2015
West Virginia University	Vice President for Student Life	01/16/2015

Western Collegiate Hockey Association	Men's Commissioner	04/08/2014
Western Kentucky University	Dean of the College of Health and Human Services	12/04/2014
Widener University	Head Football Coach	01/23/2013

SEARCH PROCESS

Our search consulting services are designed to assist the client in defining positions and providing marketplace information as well as identifying, selecting, and recruiting well-qualified candidates through a comprehensive search process.

I. Define Objectives and Specifications

- Understand the Purpose and Goals of Florida International University
- Develop a Position Specification
- Develop a Timeline

II. Identify and Assess Candidates

- Assist and Advise the University on Advertising
- Conduct Original Research
- Aggressively Recruit Potential Candidates
- Assess Candidate Qualifications

III. Facilitate Process and Interviews

- Recruit, Advise, and Facilitate
- Coordinate All Interviews and Travel Logistics
- Assist Client with Interview Preparation
- Conduct Extensive Background and Reference Checks

IV. Negotiation & Candidate Follow-Up

- Recruit Preferred Candidate and Assist Client in Negotiations
- Follow-Up Communication with All Candidates

DEFINE OBJECTIVES & SPECIFICATIONS

Understand the Purpose and Goals of Florida International University.

- Parker Executive Search will visit with the University, its leadership, and those involved in the search in order to gain an understanding of the history, structure, and operations of the organization.
- We meet with all interested parties involved in the search process to clearly understand and clarify the expectations for the search assignment.

Develop a Position Specification.

- We assist the Search Committee in identifying basic responsibilities, defining the position title, clarifying the reporting relationships, and preparing the position specification.
- We provide the Search Committee with sample specifications and assist in fine tuning the specification, as requested.

Develop a Timeline.

This will include certain established dates, to include:

- Updates on the search process and candidates.
 - *The Search Committee will have access to all written updates and candidate materials via a secure website.*
- Conference calls scheduled as necessary.
- Delivery dates for the candidate recommendation and final report.
- Interim meeting dates with the Committee and others as required.
- In addition, interview dates, locations, and responsibilities will be established as agreed upon, using the timeline as a guide.
- This timeline is designed to also clarify who is responsible for the execution of each objective and target date.

IDENTIFY & ASSESS CANDIDATES

Parker Executive Search will assist and advise the University on appropriate advertising venues, which may include, but are not limited to:

- *The Chronicle of Higher Education*
- *Diverse Issues in Higher Education*
- *Hispanic Outlook in Higher Education*
- *Women in Higher Education*
- Other publications at client's direction
- Florida International University website
- Parker Executive Search website

All potential candidates will be contacted by email and by direct phone calls.

- Parker Executive Search's objective is to ensure that all interested parties have been contacted in a timely and professional manner.
- One of the objectives of the search process is to give the client, candidates, and general public a substantial comfort level that the search has been conducted professionally and efficiently.

Original research and candidate identification will continue throughout the search process.

- Parker Executive Search uses original research as well as a careful review of its database, which is complemented by advertising in appropriate publications, to identify and recruit qualified candidates to compare and evaluate against the position specification and each other.

An assessment will continue throughout the search process.

- Parker Executive Search will obtain an understanding of accomplishments, capabilities, strengths and weaknesses, and potential for success for each candidate through resume review, telephone screenings, job specific questionnaires, and, in some instances, personal interviews.

FACILITATE PROCESS & INTERVIEWS

Parker Executive Search will advise and facilitate the process.

- Parker Executive Search shares all information with the appropriate representative(s) of the University. Parker Executive Search recommends candidates who are qualified and meet the specifications for the position, but the search firm does not have a vote in the final selection process.

Parker Executive Search's role in interview scheduling.

Parker Executive Search will make all arrangements and schedule candidates for interviews with University representatives, with the University's approval.

- Consult with University representatives on determining dates and location for interviews.
- Make all meeting arrangements with hotel/meeting venue, including room reservations for University representatives and candidates.
- Schedule interview time and date with each candidate.
- Assist candidates with air and/or ground travel arrangements.
- Provide Search Committee members with complete interview schedule prior to interview dates.
- Schedule or assist in scheduling site interviews for final candidates.

Parker Executive Search will assist the Search Committee and others with preparing for interviews, to include:

- Advising University representatives on appropriate interviewing techniques and questions, as necessary

Conduct background checks on final candidates.

- Obtain written permission from each candidate to conduct background checks.
- Conduct criminal, credit, and motor vehicle checks.
- Confirm candidates' degrees.
- Conduct media reviews for potentially controversial areas of concern.
- Have candidates sign a statement of accuracy of vita and/or bio.

FACILITATE PROCESS & INTERVIEWS

Conduct reference checks on final candidates.

- We speak directly with individuals who are in positions to evaluate the candidate's performance in recent years, references that will include both those supplied by the individual, as well as additional reference contacts.
- We also encourage the Search Committee to conduct references on final candidates.

Our proprietary secure website provides our clients easy access to all search materials throughout the search process.

FIU
FLORIDA INTERNATIONAL UNIVERSITY

Florida International University
Search Firm Services

Key Dates

Conference Call
December 14, 2015

Parker Executive Search will provide an update of the initial search strategy.

Contact

Laurie Wilder
President
LWilder@parkersearch.com
Office: (770) 804-1996 x102

Porsha Williams
Vice President
PWilliams@parkersearch.com
Office: (770) 804-1996 x109

In order to maintain candidate confidentiality throughout the search process, documents and materials on the secure site cannot be printed or saved.

Candidate Materials

Candidate 1, Sample	Candidate 6, Sample
Candidate 2, Sample	Candidate 7, Sample
Candidate 3, Sample	Candidate 8, Sample
Candidate 4, Sample	Candidate 9, Sample
Candidate 5, Sample	Position
	Employer
	Letter 12/14/2015
	Resume 12/14/2015
	References 12/14/2015
	Questionnaire 12/14/2015

PARKER
Executive Search

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After logging in, clients will gain access to the following documents:

- Position Description
- Search Update/Strategy
- Timeline
- Candidate Status Log
- Interview Schedule

NEGOTIATION & CANDIDATE FOLLOW-UP

Negotiation and Closure

- Parker Executive Search will recruit the preferred candidate.
- We will be involved in working with the client in concluding the search process, including salary and benefit negotiations, when appropriate.
- In addition, we will continue to work with the successful candidate and maintain a close contact, including quarterly telephone conversations to ensure a smooth transition.

Candidate Follow-Up

- Parker Executive Search will follow up with all candidates who were not selected for final interviews, or ultimately extended an offer for the position.
- It is the desire of Parker Executive Search to ensure that the University has been represented professionally, and all interested parties feel that they have been given fair and open access to the search process.

Candidate Guarantee

- If for any reason the candidate selected leaves their position during the first 12 months, we will conduct an assignment to replace that individual without additional fee but for out-of-pocket expenses only.

Timeline

The exact timing is directed by Florida International University. We will agree on a strict timeline and commit the full resources of our firm to aggressively conduct the search to meet and hopefully exceed the University's expectations. Our firm has a reputation for successfully completing assignments on schedule.

Define Objectives & Specifications

- Parker Executive Search will meet with the Search Committee and university constituency groups on campus
- Develop a position specification
- Finalize timeline

Launch of Search

Identify & Assess Candidates

- Advertising
- Conduct original research
- Aggressively recruit and assess candidates

0 – 90 Days

Facilitate Process & Interviews

- Coordinate all interview and travel logistics for candidates and Search Committee
- Assist in interview preparation
- Conduct extensive background and reference checks

90 – 120 Days

Negotiation & Candidate Follow-up

- Recruit preferred candidate
- Assist in negotiations
- Follow-up communication with all candidates

120 – 150 Days

*** Searches for athletics leaders, and in particular coaches, proceed on a much more abbreviated timeline.*

Search Experience

Our dedicated team has completed over 2,000 searches for distinguished academic, health sciences, athletic, and corporate clientele. Our history of recruiting leaders in higher education includes:

Chief Executive Officers

University Systems

- Commissioner, Mississippi Board of Trustees of the State Institutions of Higher Learning
- President, Southern Illinois University
- President, University of Illinois
- President, University of Tennessee System
- Chancellor, University System of Georgia

Doctorate-Granting Universities

- President, Armstrong State University
- President, Augusta University
- President, Eastern Michigan University (*current*)
- President, Florida Atlantic University
- President, Georgia Southern University
- President, Georgia State University
- President, Iowa State University
- President, Northern Illinois University
- President, St. Louis College of Pharmacy
- President, The University of Southern Mississippi
- President, University at Albany, State University of New York

- President, University of Georgia
- Chancellor, University of Illinois at Chicago
- President, University of Iowa
- Chancellor, University of Mississippi
- President, University of Northern Iowa
- President, University of Oregon
- Chancellor, University of Tennessee Health Science Center
- Chancellor, University of Tennessee, Knoxville
- President, University of West Georgia
- President, Western Michigan University

Master's Colleges and Universities

- President, College of Charleston
- President, Columbus State University
- President, Delta State University
- President, Georgia College
- President, Georgia Southwestern State University
- President, Kennesaw State University
- President, Lipscomb University
- President, Mississippi University for Women
- President, Savannah State University
- President, Southeast Missouri State University
- Chancellor, Southern Illinois University, Edwardsville
- President, Southern Polytechnic State University
- Chancellor, University of North Carolina, Wilmington
- Chancellor, University of Tennessee, Chattanooga

- Chancellor, University of Tennessee, Martin
- President, Valdosta State University

Baccalaureate/Associate's Colleges

- President, Abraham Baldwin Agricultural College
- President, Bainbridge College
- President, Brewton-Parker College
- President, Dalton State College
- President, Fairmont State University
- President, Georgia Gwinnett College
- President, Georgia Highlands College
- President, Georgia Military College
- President, Georgia Perimeter College
- President, Gordon College
- Chancellor, Louisiana State University at Alexandria
- President, Middle Georgia College
- Chancellor, Palmetto College, University of South Carolina
- Chancellor, University of South Carolina, Beaufort

University-Affiliated Organizations

- President and CEO, Herty Advanced Materials Development Center
- President, Nashville Public Education Foundation
- President, National Collegiate Athletic Association
- President and Chief Executive Officer, Oak Ridge Associated Universities
- Executive Director, University Center of Greenville

Upper Administration

Academic Affairs

- Vice President and Dean of Faculty, Armstrong State University
- Associate Provost, Butler University (*current*)
- Associate Provost for Assessment, Scholarship, and Professional Development Programs, Butler University
- Executive Vice President and Provost, Central Michigan University
- Senior Vice President for Academic Affairs, Columbus State Community College
- Provost and Vice President for Academic Affairs, Columbus State University
- Provost and Vice President for Academic Affairs, Dixie State University
- Provost & Vice President for Academic Affairs, Georgia College
- Provost, Georgia Southern University
- Senior Vice President for Academic Affairs and Provost, Georgia State University
- Provost and Vice President for Academic Affairs, Indiana State University
- Provost and Senior Vice President for Academic Affairs, Iona College
- Senior Vice President and Provost, Iowa State University
- Provost and Vice President for Academic Affairs, Kennesaw State University
- Provost, Mercer University
- Provost and Vice President for Academic Affairs, Mississippi University for Women
- Provost / Vice President - Academic Affairs, Northern Michigan University
- Provost, Southeast Missouri State University
- Provost, Southern Methodist University
- Provost, The Ohio State University
- Provost, The University of Alabama at Birmingham

- Provost and Vice President for Academic Affairs, The University of Southern Mississippi
- Provost and Vice President of Academic Affairs, University of Central Arkansas
- Provost and Vice President for Academic Affairs, University of Central Florida
- Vice Chancellor for Academic Affairs and Provost, University of Illinois, Urbana-Champaign
- Vice President for Academic Programs and Instructional Strategy, University of North Carolina General Administration (*current*)
- Executive Vice Chancellor, Palmetto College, University of South Carolina
- Vice Chancellor, Academic, Faculty & Student Affairs, University of Tennessee Health Science Center
- Provost and Senior Vice Chancellor for Academic Affairs, University of Tennessee, Chattanooga
- Provost, University of Tennessee, Knoxville
- Provost and Executive Vice President for Academic Affairs, University of Toledo
- Provost and Vice President for Academic Affairs, University of Washington
- Executive Vice Chancellor and Chief Academic Officer, University System of Georgia
- Provost and Vice President of Academic Affairs, Valdosta State University
- Provost and Vice President for Instructional Services, Vincennes University
- Provost, Western Michigan University

Administration / Finance

- University Controller, Florida International University
- Assistant Vice President for Human Resources, Furman University
- Chief Human Resource Officer, Georgia College

- Senior Vice President, Administration & Finance, Georgia Institute of Technology
- Associate Vice President for Business and Finance, Iowa State University
- Vice President for Human Capital, Kansas State University
- Executive Vice President for Administration and Finance, Louisiana State University System
- Vice President, Finance & Administration, Middle Tennessee State University
- Vice President of Administration and Chief Financial Officer, National Collegiate Athletic Association
- Senior Associate Vice President for Human Resources, Northern Illinois University *(current)*
- Vice President and General Counsel, Northern Illinois University
- Vice President for Administration and Finance, Northern Illinois University
- Vice President for Finance and Administration, Shawnee State University
- Vice President for Business and Finance, Southern Methodist University
- Assistant Vice President for Human Resources, Texas A&M University
- Executive Vice President for Finance and Administration, Texas A&M University-Corpus Christi
- Vice President of Financial Affairs and Administration, The University of Alabama at Birmingham
- Associate Vice President and Chief Human Resources Officer, University of Central Florida
- Vice President for Finance and Administration, University of Georgia
- Vice President for Finance and Administration, University of South Alabama *(current)*
- Senior Vice President for Business and Finance, University of South Florida
- Vice President and Campus Executive Officer, Sarasota/Manatee Campus, University of South Florida

- Associate Vice Chancellor of Human Resources, University of Tennessee Health Science Center
- Executive Associate Dean of Finance and Operations, University of Tennessee Health Science Center
- Vice Chancellor for Business & Finance, University of Tennessee Health Science Center
- Executive Vice President, University of Tennessee System (*current*)
- Associate Vice Chancellor for Facilities, University of Tennessee, Knoxville
- Vice Provost for Planning and Budgeting, University of Washington
- Vice Chancellor for Facilities, University System of Georgia
- Vice Chancellor for Human Resources, University System of Georgia
- Assistant VP for Finance and Administration, Health Science Center, Virginia Commonwealth University
- Vice President of Business and Finance, West Texas A&M University

Student Affairs

- Vice President, Student Affairs, Augusta University
- Vice President for Student Affairs, Clemson University
- Dean of the College, Dartmouth College
- Associate Vice President for Student Affairs & Enrollment Management, Eastern Michigan University
- Vice President for Student Affairs, Kennesaw State University
- Vice Chancellor for Student Life and Enrollment Services, Louisiana State University
- Vice President, Student Affairs, Middle Tennessee State University

- Assistant Vice President for Student Life and Chief Housing Officer, The Ohio State University
- Vice President for Student Affairs, The Ohio State University
- Dean of Students / Associate Vice President for Student Affairs, The University of Alabama at Huntsville
- Vice Chancellor - Student Affairs, University of California, San Diego
- Vice President for Student Affairs, University of Florida
- Vice President of Student Affairs, University of South Florida
- Vice Chancellor for Student Development, University of Tennessee, Chattanooga
- Vice Chancellor for Student Life, University of Tennessee, Knoxville
- Vice President for Student Life, University of Washington
- Vice President for Student Affairs, West Texas A&M University
- Vice President for Student Life, West Virginia University

Enrollment Management

- Vice Provost for Strategic Enrollment Planning - Chief Enrollment Officer, Bowling Green State University
- Vice President for Enrollment Management, Bradley University
- Vice President for Enrollment Services, Brewton-Parker College
- Vice President for Enrollment Management, Marketing and Communications, Indiana State University
- Associate Provost for Enrollment Management, Texas A&M University
- Associate Vice President for Enrollment Services, The University of Alabama at Huntsville
- Associate Vice President for Enrollment Management and Services, West Virginia University

External Affairs

- Senior Vice President for Advancement and Community Relations / Chief Development Officer, Augusta University
- Vice President for University Advancement, Georgia Southern University
- Vice President for Economic Development & Community Engagement, Kennesaw State University
- Vice President for University Advancement and Development, Kennesaw State University
- Vice President, Development, Middle Tennessee State University
- Associate Vice Chancellor of Advancement, Purdue University Calumet
- Vice President for University Advancement, St. Cloud State University
- President and CEO, The University of Connecticut Foundation
- Vice President for Advancement, University of Alabama, Tuscaloosa
- Vice President for Alumni Relations and Development, University of Central Florida
- Senior Vice President for External Affairs, University of Georgia
- Vice President for Advancement, University of North Georgia
- Vice President of University Advancement and President of the UNI Foundation, University of Northern Iowa
- Vice President for Development and Alumni Relations, University of South Carolina
- Associate Vice Chancellor for Development and Development Services, University of Tennessee Health Science Center
- Vice President for University Advancement, Valdosta State University
- Vice President for Institutional Advancement, West Texas A&M University

- Vice President for Development and Alumni Relations, Western Kentucky University
- Vice President for Development and Alumni Relations, Western Michigan University

Research

- Vice President for Research and Economic Development, Georgia State University
- Vice President for Research, Kansas State University
- Vice President for Research and Dean of Graduate Studies, Kennesaw State University
- Senior Vice President for Research, Mote Marine Laboratory
- Vice Chancellor/Vice President for Research and Technology Transfer, The University of Houston System
- Vice President for Research, University of Cincinnati (*current*)
- Associate Vice Chancellor for Research and Graduate Studies, University of Colorado, Denver
- Vice President for Research and Associate Provost, University of Georgia
- Executive Director of Institutional Research, Assessment, and Analytics, University of South Carolina (*current*)
- Vice Chancellor for Research, University of Tennessee Health Science Center
- Vice Chancellor for Research, University of Tennessee, Knoxville

Technology

- Associate Vice President for Instructional Technologies Support, Texas State University
- Vice President for Information Technology, Texas State University
- Chief Information Officer / Associate Provost, The University of Alabama at Huntsville
- Vice Chancellor for Information Technology and Chief Information Officer, University of Tennessee Health Science Center
- Assistant Vice Chancellor for Information Technology and Chief Information Officer, University of Tennessee, Knoxville
- Chief Information Officer, University System of Georgia

Other

- Chief Compliance Officer, Des Moines University
- Assistant Vice President for Facilities Management, Florida Atlantic University
(current)
- Assistant Commissioner for Adult Literacy, Georgia Department of Technical and Adult Education
- Chief Diversity Officer, Kennesaw State University
- Vice Provost for Institutional Equity and Diversity, North Carolina State University
(current)
- Vice President of University Relations, The Ohio State University
- Chancellor, The University of Tennessee Institute of Agriculture
- Vice President of Communications and Marketing, University at Albany, State University of New York
- Vice President for Agriculture and Natural Resources, University of California
- Senior Vice President for Agriculture and Natural Resources, University of Florida

- Assistant Vice President and Chief Medical Information Officer, University of Illinois Hospital & Health Sciences System
- Associate Vice President for Community-Based Practice, University of Illinois Hospital & Health Sciences System
- Associate Vice President for Health Affairs, Professional Practice, University of Illinois Hospital & Health Sciences System
- Associate Vice President for Quality, University of Illinois Hospital & Health Sciences System
- Vice Chancellor for e-Learning, Palmetto College, University of South Carolina
- Vice Chancellor for Diversity, University of Tennessee, Knoxville

Deans / Academic Administration

Agriculture

- Dean of the Coast and Environment, Louisiana State University
- Dean of Agricultural Sciences and Natural Resources, The University of Tennessee Institute of Agriculture
- Dean of Extension, The University of Tennessee Institute of Agriculture
- Dean of the College of the Environment, University of Washington
- Dean of the Davis College of Agriculture, Natural Resources, and Design and Director of the WV Agricultural and Forestry Experiment Station, West Virginia University

Architecture

- Dean, College of Design, North Carolina State University (*current*)
- Dean, School of Building Arts, Savannah College of Art and Design

- Dean of the College of Design, University of Kentucky
- Dean, College of Architecture and Design, University of Tennessee, Knoxville

Arts & Sciences

- Dean, College of Science & Mathematics, Augusta University
- Dean, College of Arts & Sciences, Bowling Green State University
- Dean, College of Arts & Sciences, Ferris State University
- Dean, College of Arts and Sciences, Ferris State University (*current*)
- Dean, College of Arts & Sciences, Florida State University
- Dean, College of Arts and Sciences, Georgia State University
- Dean, College of Humanities and Social Sciences, Kennesaw State University
- Dean, College of Science and Mathematics, Kennesaw State University
- Dean, Dedman College of Humanities & Sciences, Southern Methodist University
- Dean of Liberal Arts & Sciences, St. Louis College of Pharmacy
- Dean, College of Liberal Arts, Texas A&M University-Corpus Christi (*current*)
- Vice Provost for Arts and Sciences and Executive Dean of the College of Arts & Sciences, The Ohio State University
- Dean of the College of Arts and Sciences, The University of Alabama at Birmingham
- Dean of the College of Natural Sciences and Mathematics, The University of Houston
- Dean, College of Arts and Sciences, University of Cincinnati
- Dean, College of Arts and Sciences, University of Colorado, Denver
- Dean, College of Liberal Arts & Sciences, University of Florida
- Dean, College of Liberal Arts and Sciences, University of Florida
- Dean, College of Liberal Arts & Sciences, University of Illinois, Urbana-Champaign

- Dean, School of Psychological Sciences, University of Indianapolis
- Dean, College of Arts and Sciences, University of South Carolina (*current*)
- Dean, College of Arts and Sciences, University of Tennessee, Knoxville
- Dean, College of Arts & Sciences, University of Washington

Business

- Dean of the College of Business, Albany State University
- Dean, Hull College of Business, Augusta University (*current*)
- Dean of the College of Business Administration, Bowling Green State University
- Dean, College of Business , Butler University
- Dean, J. Whitney Bunting College of Business, Georgia College
- Dean of the Robinson College of Business, Georgia State University
- Dean of the Scott College of Business, Indiana State University
- Raisbeck Endowed Dean, College of Business, Iowa State University
- Dean of the Coles College of Business, Kennesaw State University
- Dean of the E.J. Ourso College of Business, Louisiana State University
- Dean, Jennings A. Jones College of Business, Middle Tennessee State University
- Executive Dean, College of Management and Business, National Louis University
- Dean of the Spears School of Business, Oklahoma State University, Stillwater
- Dean, College of Business, Texas A&M University-Corpus Christi
- Dean of Business, The Ohio State University
- Dean, School of Business, The University of Alabama at Birmingham
- Dean, College of Business Administration, The University of Alabama at Huntsville
- Dean, Culverhouse College of Commerce, University of Alabama, Tuscaloosa
(*current*)

- Dean, Schroeder Family School of Business Administration, University of Evansville
- Dean, School of Business, University of Indianapolis
- Dean, Darla Moore School of Business, University of South Carolina
- Dean, College of Business, University of Tennessee, Chattanooga
- Dean, College of Business Administration, University of Tennessee, Knoxville
- Dean, Business School, University of Washington
- Dean, Gordon Ford College of Business, Western Kentucky University
- Dean, Haworth College of Business, Western Michigan University

Communication / Journalism

- Dean, College of Mass Communication, Middle Tennessee State University
- Dean, College of Journalism and Communications, University of Florida
- Dean, Grady College of Journalism and Mass Communication, University of Georgia
- Dean, School of Journalism and Communication, University of Oregon (*current*)

Education

- Dean, College of Education, Augusta University
- Founding Dean, Eugene T. Moore School of Education, Clemson University
- Dean, College of Education and Health Professions, Columbus State University
- Dean, Bayh College of Education, Indiana State University
- Dean, College of Education, North Carolina State University (*current*)
- Dean, College of Education, University of Florida
- Dean of the College of Education, University of Oregon

- Dean of the College of Education, University of South Florida
- Dean, College of Health, Education and Professional Studies, University of Tennessee, Chattanooga
- Dean of the College of Education, University of Washington

Engineering

- Dean of Engineering, Clarkson University
- Dean, College of Engineering Technology, Ferris State University
- Founding Dean, Allen E. Paulson College of Engineering & Information Technology, Georgia Southern University
- Dean, College of Applied Engineering, Sustainability and Technology, Kent State University
- Founding Dean, College of Engineering, Khalifa University of Science, Technology, and Research
- Dean, College of Engineering, Louisiana State University
- Dean of the Bagley College of Engineering, Mississippi State University
- Dean, College of Engineering and Computer Science, University of Central Florida
- Dean, College of Engineering, University of Florida
- Dean, College of Engineering and Computing, University of South Carolina
- Dean of the College of Engineering, University of South Florida
- Dean, College of Engineering, University of Tennessee, Knoxville
- Dean of Engineering, University of Washington

Libraries

- Dean of University Libraries, Bowling Green State University

- Dean of Library Services, Indiana State University
- Director of University Libraries, The Ohio State University
- University Librarian and Director of the Auraria Library, University of Colorado, Denver
- Dean of Libraries, University of Kansas (*current*)

Medicine / Pharmacy / Health Professions / Nursing

- Dean, College of Health Professions, Armstrong State University
- Dean, College of Pharmacy and Health Sciences, Butler University (*current*)
- Dean, College of Health Professions, Central Michigan University (*current*)
- Dean, College of Osteopathic Medicine, Des Moines University
- Founding Dean, School of Health Sciences, Emory and Henry College
- Dean, College of Health Professions, Ferris State University
- Dean, Michigan College of Optometry, Ferris State University
- Dean of Health Professions, Florida Gulf Coast University
- Dean, College of Public Health, Georgia Southern University
- Dean, College of Nursing, Health, and Human Services, Indiana State University
- Dean, School of Dentistry, Meharry Medical College
- Dean, School of Medicine, Meharry Medical College
- Dean, College of Pharmacy, St. Louis College of Pharmacy
- Dean, School of Nursing, Health, and Exercise Science, The College of New Jersey
- Vice Provost for Health Services and Dean of Medicine, United Arab Emirates University
- Associate Dean of Clinical Affairs, College of Medicine, University of Central Florida (*current*)
- Associate Dean of Nursing & Healthcare Innovation, University of Delaware

- Dean of the College of Health and Human Performance, University of Florida
- Dean, College of Public Health and Health Professions, University of Florida
- Dean, College of Pharmacy, University of Georgia
- Dean, College of Public Health, University of Georgia
- Dean, College of Nursing, University of Tennessee Health Science Center
- Dean, Graduate School of Medicine, University of Tennessee Health Science Center
- Executive Dean, College of Medicine, University of Tennessee Health Science Center
- Dean, College of Medicine, University of Tennessee, Chattanooga
- Dean of Nursing, University of Tennessee, Knoxville
- Dean of Dentistry, University of Washington
- Dean of the School of Public Health, University of Washington
- Dean, School of Nursing, University of Washington
- Dean, School of Pharmacy, University of Washington

Research

- Dean, College of Graduate and Professional Studies & Chief Research Officer, Indiana State University
- Dean of Research, Tennessee Agricultural Experiment Station, The University of Tennessee Institute of Agriculture
- Dean of Research, College of Agricultural and Life Sciences, University of Florida
- Dean of the Graduate School and Associate Vice President for Research and Innovation, University of South Florida

Technology

- Dean of Technology , Bowling Green State University
- Dean, College of Technology, Indiana State University
- Dean, College of Information Technology, United Arab Emirates University

Veterinary Medicine

- Dean of the College of Veterinary Medicine, Kansas State University
- Dean of the College of Veterinary Medicine, The Ohio State University
- Dean of Veterinary Medicine, University of Florida
- Dean, College of Veterinary Medicine, University of Tennessee, Knoxville

Other

- Dean of Musical Arts, Bowling Green State University
- Dean, Bowling Green State University, Firelands
- Dean of the College of Music, Florida State University
- Dean of the College of Visual Arts, Theatre & Dance, Florida State University
- Dean, College of Hospitality, Retail and Sport Management, University of South Carolina
- Dean, USC Sumter, University of South Carolina
- Dean of the Honors College, University of South Florida
- Dean of the College of Law, University of Tennessee, Knoxville
- Dean, School of Law, University of Washington

Directors

- Director of Career Services, Dartmouth College

- Director of Center for Improvement of Teaching & Learning, Des Moines University
- Executive Director of the FAU Career Center, Florida Atlantic University (*current*)
- Executive Director, Florida Virtual Campus
- Director of Admissions, Georgia College
- Executive Director, Strategic Consulting, Georgia Institute of Technology
- Assistant Vice President for Information Technology, Georgia Perimeter College
- State Librarian, Georgia Public Library Service
- Associate Director of Sponsored Programs, Georgia State University
- Executive Director, Gongaware Center and Networks Financial Institute, Indiana State University
- Physician Assistant Program Director, Indiana State University
- Program Director, Physical Therapy, Indiana State University
- Director & Professor, Nutrition and Wellness Research Center, Iowa State University
- Director, Ames Laboratory, Iowa State University
- Director, Thielen Student Health Center, Iowa State University
- Director, WellStar School of Nursing, Kennesaw State University
- Executive Director, Business Success Center, Kennesaw State University
- Director, Center for Computation and Technology, Louisiana State University
- Executive Director, Robert Wood Johnson Foundation Center for Health Policy, Meharry Medical College
- Director of Human Resource Services, Middle Tennessee State University
- Director, Institute for Health, Health Care Policy and Aging Research, Rutgers University
- Executive Director of Real Estate Development, Texas A&M University
- Director, Distance and Extended Learning, Texas State University (*current*)

- Director, Austin E. Knowlton School of Architecture, The Ohio State University
- Director, Student Health Services, The Ohio State University
- Senior Director, Dining Services, The Ohio State University
- Director, School of Computing, The University of Southern Mississippi
- Assistant Provost and Director, UF Online, University of Florida
- Director of the Engineering Leadership Institute, University of Florida
- Director, Florida Sea Grant Program, University of Florida
- Director, Carl Vinson Institute of Government, University of Georgia
- Executive Director of Comprehensive Career Services, University of Georgia
- Executive Director, Center for Professional Responsibility in Business and Society, University of Illinois, Urbana-Champaign
- Director of Internal Audit, University of South Carolina
- Director of the David C. Anchin Center for the Advancement of Teaching, University of South Florida
- Director, Pediatric Obesity Research Program, University of Tennessee Health Science Center
- Director of Children's Mental Health Services Research Center and Betsey R. Bush Endowed Professor in Behavioral Health, University of Tennessee, Knoxville
- Director of Addiction Medicine, Virginia Commonwealth University
- Director, School of Mass Communications, Virginia Commonwealth University

Chairs

- Academic Pathologist, Des Moines University
- Chair, Family Medicine, Des Moines University
- Harris Chair of Business & Technology, East Tennessee State University

- Founding Chair, Biomedical Engineering Department, Khalifa University of Science, Technology, and Research
- Russell Chair of Manufacturing Excellence, Middle Tennessee State University
- Chair, Department of Speech-Language Pathology, Mississippi University for Women (*current*)
- Head, Department of Computer & Information Technology, Purdue University
- Chair, Department of Clinical Nutrition, Rush University
- Chair of Chemistry, Southern Methodist University
- Chair of the Department of Biostatistics, The University of Alabama at Birmingham
- Chair, Department of Health Services Administration, The University of Alabama at Birmingham
- Chair, Department of Marketing, Industrial Distribution & Economics, The University of Alabama at Birmingham
- Chair, Department of Physical Therapy, The University of Alabama at Birmingham (*current*)
- Chair of the Department of Curriculum, Instruction, and Special Education, The University of Southern Mississippi
- Chair, Department of Bioengineering, The University of Texas at Arlington
- Chair, Department of Biology, The University of Texas at Arlington
- Chair, Department of Computer Science and Engineering, The University of Texas at Arlington
- Chair and Professor, J. Crayton Pruitt Family Department of Biomedical Engineering, University of Florida
- Chair, Department of Materials Science and Engineering, University of Florida (*current*)

- Intel / Charles E. Young Endowed Chair in Information Technology, University of Florida
- Intel / Charles E. Young Endowed Chair in Nanotechnology, University of Florida
- Chair of OB/GYN, University of Mississippi Medical Center
- Chair, Department of Internal Medicine, University of Tennessee Health Science Center
- Chair, Department of Pediatric Radiology, University of Tennessee Health Science Center
- Chair, Department of Preventive Medicine, University of Tennessee Health Science Center
- Division Chief of Gastroenterology, University of Tennessee Health Science Center
- Eastridge-Cole Endowed Professorship for Thoracic Oncologic Surgery, University of Tennessee Health Science Center
- Chair of Pediatrics and Physician-in-Chief, University of Tennessee Health Science Center and Le Bonheur Children's Hospital
- Betsey R. Bush Endowed Professor in Children and Families at Risk, University of Tennessee, Knoxville (*current*)
- Chair of Radiology, UT Graduate School of Medicine
- Chair, Department of Medicine, UT Graduate School of Medicine
- Chair, Department of Obstetrics and Gynecology, UT Graduate School of Medicine
- Chair, Department of Radiology, UT Graduate School of Medicine
- Chief, Section of Hepatology, Virginia Commonwealth University

Our history of recruiting leaders in sports includes:

Sports Executives

- Chief Executive Officer, Advocates for Athletic Equity
- President of Sports Marketing, ANC Sports Enterprises, LLC
- PR Manager, Atlanta Braves
- Chief Executive Officer, Atlanta Dream
- Commissioner, Big 12 Conference
- Commissioner, Colonial Athletic Association (*current*)
- Vice President of Communications, East Lake Foundation
- Executive Director, Fiesta Bowl
- Executive Director, Georgia State Golf Association
- Chief Executive Officer, iHoops
- Commissioner, Mid-American Conference
- Director of Public Relations, National Collegiate Athletic Association
- Executive Vice President for Championships & Alliances, National Collegiate Athletic Association
- Managing Director of Communications, National Collegiate Athletic Association
- Managing Director, Public and Media Relations, National Collegiate Athletic Association
- President, National Collegiate Athletic Association
- Senior Vice President for Championships, National Collegiate Athletic Association
- Senior Vice President, Governance and Membership, National Collegiate Athletic Association
- Vice President for Division II, National Collegiate Athletic Association
- Vice President for Legal Affairs and General Counsel, National Collegiate Athletic Association

- Vice President of Administration and Chief Financial Officer, National Collegiate Athletic Association
- Vice President of Communications, National Collegiate Athletic Association
- Vice President of Education Services, National Collegiate Athletic Association
- Vice President of Enforcement, National Collegiate Athletic Association
- Commissioner, Northern Sun Intercollegiate Conference
- Executive Director, Pasadena Tournament of Roses Association
- Executive Director, Patriot League
- Vice President of Communications, Tennessee Titans
- Director, Corporate Communications (Blank Family of Businesses), The Blank Family of Businesses
- Director, Foundation Communications, The Blank Family of Businesses
- Member of the Board of Directors, U.S. Center for Safe Sport
- Chief Development Officer, United States Olympic Committee
- Chief Operating Officer, USA Volleyball
- Commissioner, West Coast Conference
- Men's Commissioner, Western Collegiate Hockey Association

Athletic Directors

- Director of Athletics & Recreation, American University
- Director of Athletics, Amherst College
- Vice President and Director of Athletics, Arizona State University
- Director of Athletics, Ball State University
- Director of Athletics, Bradley University
- Director of Athletics, Brown University
- Director of Athletics and Recreation, Brown University

- Director of Athletics, Colby College
- Director of Intercollegiate Athletics, Columbus State University
- Director of Athletics and Recreation, Dartmouth College
- Director of Athletics & Recreation, Emory University
- Athletics Director, Ferris State University
- Director of Intercollegiate Athletics, George Mason University
- Director of Athletics, Georgia Institute of Technology
- Director of Athletics, Georgia Southern University
- Director of Athletics, Georgia State University
- Director of Intercollegiate Athletics, Howard University
- Director of Intercollegiate Athletics, Indiana University Bloomington
- Director of Athletics, Iona College
- Director of Athletics, Iowa State University
- Athletic Director, Kennesaw State University
- Director of Athletics, Louisiana State University
- Athletic Director, Loyola University, Chicago
- Director of Athletics, Loyola University, Maryland
- Vice President & Director of Athletics, Marquette University
- Director of Athletics, Middle Tennessee State University
- Director of Athletics, Mississippi State University
- Director of Athletics, North Carolina State University
- Vice President and Director of Athletics, Northern Arizona University
- Associate Vice President and Director of Athletics, Northern Illinois University
- Director of Athletics, Northern Illinois University
- Director of Intercollegiate Athletics, Northern Kentucky University
- Chair of the Department of Physical Education and Director of Athletics, Pomona College

- Director of Athletics, Rutgers University
- Director of Athletics, South Dakota State University
- Director of Athletics, Southeast Missouri State University
- Director of Athletics, St. Cloud State University
- Director of Athletics, Stony Brook University
- Director of Athletics, Texas A&M University
- Director of Athletics, Texas Christian University
- Director of Athletics, Texas Tech University
- Director of Athletics, The Ohio State University
- Director of Athletics, The University of Alabama at Birmingham
- Director of Athletics, The University of Alabama at Huntsville
- Director of Athletics, The University of Houston
- Director of Athletics, University at Albany, State University of New York
- Director of Athletics, University at Buffalo
- Director of Athletics, University of Alaska, Fairbanks
- Director of Athletics, University of Arkansas
- Vice President and Director of Athletics, University of Central Florida
- Director of Athletics, University of Chicago
- Director of Athletics, University of Connecticut
- Vice President/Director of Athletics, University of Dayton
- Director of Athletics and Recreation Services, University of Delaware
- Director of Intercollegiate Athletics & Recreation Services, University of Delaware
- Director of Athletics, University of Georgia
- Director of Athletics, University of Hartford
- Director of Athletics, University of Hawai'i at Manoa
- Director of Athletics, University of Illinois, Urbana-Champaign
- Director of Athletics, University of Iowa

- Director of Athletics, University of Massachusetts, Amherst
- Director of Intercollegiate Athletics, University of Minnesota, Duluth
- Director of Athletics, University of Minnesota, Twin Cities
- Director of Intercollegiate Athletics, University of Nevada
- Director of Intercollegiate Athletics, University of Northern Colorado
- Director of Athletics, University of Notre Dame
- Director of Intercollegiate Athletics, University of Oregon
- Director of Recreation and Intercollegiate Athletics, University of Pennsylvania
- Director of Athletics, University of Tennessee, Chattanooga
- Vice Chancellor and Director of Athletics, University of Tennessee, Knoxville
- Director of Intercollegiate Athletics, University of Washington
- Director of Athletics and Physical Education, Vassar College
- Director of Athletics, Villanova University

Associate Athletic Directors

- Assistant Athletic Director for the Nittany Lion Club, The Pennsylvania State University
- Associate Athletic Director, The Pennsylvania State University
- Senior Director of Development for Athletics, The University of Connecticut Foundation
- Executive Senior Associate Athletic Director, University of Oregon

Football Coaches

- Head Football Coach, Elon University

- Head Football Coach, Georgia Institute of Technology
- Head Football Coach, Georgia State University
- Head Football Coach, Iowa State University
- Head Football Coach, Louisiana Tech University
- Head Football Coach, Middle Tennessee State University
- Head Football Coach, North Carolina State University
- Head Football Coach, Northern Illinois University
- Head Football Coach, San Diego State University
- Head Football Coach, Texas A&M University-Kingsville
- Head Football Coach, Texas State University
- Head Football Coach, The University of Akron
- Head Football Coach, University at Buffalo
- Head Football Coach, University of Central Florida
- Head Football Coach, University of Connecticut
- Head Football Coach, University of Minnesota, Twin Cities
- Head Football Coach, University of Nebraska, Lincoln
- Head Football Coach, University of New Haven
- Head Football Coach, University of Notre Dame
- Head Football Coach, University of Pittsburgh
- Head Football Coach, University of Tennessee, Chattanooga
- Head Football Coach, University of Tennessee, Knoxville
- Head Football Coach, University of Virginia's College at Wise (*current*)
- Head Football Coach, University of Washington
- Head Football Coach, Vanderbilt University
- Head Football Coach, West Virginia State University
- Head Football Coach, Widener University

Basketball Coaches

- Head Men's Basketball Coach, American University
- Head Men's Basketball Coach, Arizona State University
- Head Coach, Atlanta Dream
- Head Men's Basketball Coach, Boston University
- Head Men's Basketball Coach, Bradley University
- Head Women's Basketball Coach, California State University, Fresno
- Head Men's Basketball Coach, DePaul University
- Head Men's Basketball Coach, Fordham University
- Head Men's Basketball Coach, George Mason University
- Head Men's Basketball Coach, Georgia State University
- Head Men's Basketball Coach, Indiana University Bloomington
- Head Men's Basketball Coach, Iowa State University
- Head Men's Basketball Coach, James Madison University
- Head Women's Basketball Coach, Kansas State University
- Head Men's Basketball Coach, Louisiana State University
- Head Men's Basketball Coach, Loyola University, Maryland
- Head Women's Basketball Coach, Michigan State University
- Head Men's Basketball Coach, Mississippi State University
- Head Men's Basketball Coach, North Carolina State University
- Head Women's Basketball Coach, North Carolina State University
- Head Men's Basketball Coach, Northern Arizona University
- Head Men's Basketball Coach, Northern Illinois University
- Head Men's Basketball Coach, Northern Kentucky University
- Head Men's Basketball Coach, Northwestern University
- Head Men's Basketball Coach, Ohio University
- Head Men's Basketball Coach, Oregon State University

- Head Men's Basketball Coach, Rice University
- Head Men's Basketball Coach, Texas Christian University
- Head Men's Basketball Coach, Texas State University
- Head Men's Basketball Coach, University at Buffalo
- Head Men's Basketball Coach, University of Arkansas
- Head Men's Basketball Coach, University of Denver
- Head Men's Basketball Coach, University of Georgia
- Head Men's Basketball Coach, University of Illinois, Urbana-Champaign
- Head Men's Basketball Coach, University of Iowa
- Head Men's Basketball Coach, University of Kentucky
- Head Men's Basketball Coach, University of Miami
- Head Men's Basketball Coach, University of Minnesota, Twin Cities
- Head Men's Basketball Coach, University of Nebraska, Lincoln
- Head Men's Basketball Coach, University of Oklahoma
- Head Men's Basketball Coach, University of Tennessee, Chattanooga
- Head Men's Basketball Coach, University of Tennessee, Knoxville
- Head Men's Basketball Coach, University of Wyoming

Other Coaches

- Head Baseball Coach, University of Nebraska, Lincoln
- Head Men's Baseball Coach, University of Tennessee, Knoxville
- Head Men's Golf Coach, Vanderbilt University

Final Rule for Section 503 of the Rehabilitation Act

Parker Executive Search will assist Florida International University with collecting candidate information as needed, in order to comply with the Final Rule for Section 503 of the Rehabilitation Act.

Financial Proposal

We are prepared to represent Florida International University in conducting executive searches according to the following fee schedule:

First Year's Total Cash Compensation	Proposed Fee
> \$350,000	To be negotiated on a case-by-case basis
\$250,000 - \$350,000	30% of salary
\$150,000 - \$249,000	\$65,000
< \$150,000	\$60,000

Our fee would be invoiced in three equal increments at the beginning of the search and 30 and 60 days thereafter (Terms will be Net 40, 1.5% late penalty per month). We can accept both check and ACH payments. In addition to the professional fee, out-of-pocket expenses are invoiced to the client. These expenses include such items as teleconference calls with the search committee; research and delivery services; and travel and interview expenses for the search consultant. We make every effort to hold reimbursable expenses to a minimum and will ensure that our expenses are no more than 10% of the fee. Advertising, committee interview and travel expenses, and candidate travel expenses are not included in the 10% expense budget and will be invoiced separately to Florida International University along with the appropriate documentation.

You may terminate a search for any reason upon notice. If this occurs within the first three months after we commence our engagement, the fee for our services up to that point shall be equal to the set fee, prorated on a per diem basis over the initial 90-day period. If the termination occurs after the 90-day period, the fee for our services shall be the set fee. If for any reason the candidate selected leaves Florida International University during the first 12 months, we will conduct an assignment to replace that individual without additional fee, but for out of pocket expenses only. We commit our professional effort to each search, and we will continue until the position is filled or until we are both satisfied that every reasonable effort has been made.

<p>SUBMIT RESPONSE TO:</p> <p>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>INVITATION TO NEGOTIATE COVER DOCUMENT</p> <p>(“Solicitation”)</p> <p>ITN No. 56-001</p>
<p>RESPONSE OPENING (Date and Time): December 17, 2015 @ 2:00PM EST</p>	<p>SOLICITATION TITLE: <i>Search Firms</i></p>
<p align="center">Please refer to the above address for Response opening location</p> <p align="center">POSTING OF BID TABULATION AND NOTICES</p> <p>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.</p>	
<p>PURCHASING REPRESENTATIVE</p>	<p><i>Chandra Nix, Procurement Manager</i></p>
<p>VENDOR’S LEGAL NAME</p>	<p>Parker Executive Search, Inc.</p>
<p>VENDOR’S MAILING ADDRESS</p>	<p>5 Concourse Parkway, Suite 2900</p>
<p>VENDOR’S CITY, STATE, ZIP</p>	<p>Atlanta, GA 30328</p>
<p>VENDOR’S WEB ADDRESS</p>	<p>http://www.parkersearch.com</p>
<p>VENDOR’S E-MAIL ADDRESS</p>	<p>support@parkersearch.com</p>
<p>VENDOR’S FACSIMILE</p>	<p>(770) 804-1917</p>
<p>VENDOR’S TELEPHONE NUMBER</p>	<p>(770) 804-1996</p>
<p>VENDOR’S TOLL FREE NUMBER</p>	
<p><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.</i></p>	
<p>AUTHORIZED SIGNATURE (MANUAL)</p> <p>Laurie C. Wilder, President</p> <hr/> <p>PRINT NAME AND TITLE</p> <p>December 9, 2015</p> <hr/> <p>DATE SIGNED</p>	



**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 Parker Executive Search, Inc.

Address 5 Concourse Parkway, Suite 2900, Atlanta, GA 30328

Telephone/Fax/Email (770) 804-1996

Signature _____

Form#PS008; CD04/03/07

ITN56-001
Search Firms

ADDENDUM #1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Solicitation Response

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

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

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

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

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

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

Tab 4 - **Vendor Experience and Qualifications**

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

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

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

Tab 5 - Search Process.

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

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

Tab 6 - **Financial Proposal**

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

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

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

1.5 Evaluation Points

The evaluation criteria and points are provided below.

Table A –

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

1.5.1 Evaluation Criteria

1.5.1.2 Vendor Experience and Qualifications

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

1.5.1.3 Search Process

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

1.5.1.4 Financial Proposal

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

Alternative Brands/Equivalent Products

Parker Executive Search does not have any alternative brands or equivalent products to offer.

Subcontractors

Parker Executive Search does not utilize subcontractors for any part of its search process.

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Parker Executive Search, Inc.

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

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

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

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

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

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - VENDOR'S AGREEMENTS

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

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

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

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

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

VENDOR COMPANY NAME Parker Executive Search, Inc.
AUTHORIZED SIGNATURE _____
TITLE President
DATE December 9, 2015

Appendix IV – Affidavit of Trade Secrets

Parker Executive Search does not have any proprietary or confidential information in this proposal.

Vendor's Services and Warranties

If for any reason the candidate selected leaves Florida International University during the first 12 months, we will conduct an assignment to replace that individual without additional fee, but for out of pocket expenses only. We commit our professional effort to each search, and we will continue until the position is filled or until we are both satisfied that every reasonable effort has been made.

Disclosures

Parker Executive Search does not have any employees with an employment relationship with FIU, the State of Florida, or any Florida State Agencies. There are no FIU or State employees owning an interest of 5% or more of Parker Executive Search or its affiliates or branches.

EXHIBIT III

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

Suppliers Name:	Parker Search						Submitted by: Laurie C. Wilder	Signature: Laurie C. Wilder						Date: March 4, 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)	<\$150K = \$45,000 \$150K-\$249K = \$60,000 >\$250K = \$75,000 Does not include athletics or Presidential searches... Those would be based on 30% of starting salary not to exceed \$100,000 fee.	Flat \$1,500 or fee not to exceed 6% of the proposed fee with fee obligations not to exceed the length of the search	Advertising; Videoconferencing; Candidate's travel; Consultant travel; background investigations; committee interview expenses 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 cost except for indirect and direct expenses.	If 3 concurrent searches by university a 10% discount on professional fees will be applied on the third search fees.	No early payment discount.	Half of fee for original search. No fee when candidate applies on their own. To clarify the meaning of additional hires: If a candidate who is presented for an original search, is selected by the university for another position that the Hiring Authority determines they are a fit, we are asking for half of the fee of the original search. If the candidate applies to a position at the University that is not an original search on their own recognition, the university will not have to pay a fee	Up to 2/3 fee 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 FIU feels strongly about this point. Service delivery is an important aspect of the search process.	Because of negotiated discounts we are not in a position to incur credit card fees. ACH approved	Total of all Universities and Colleges aggregate spend exceeds \$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 accept the clarification and would reiterate our commitment to the University. No additional fees will be billed if client University hires multiple people from one search.	If the University hires a candidate that did not go through the University's articulated search process, that could create negative perceptions and impact the credibility of the University, as well as the firm. If that is a decision the University makes, Parker Executive Search should not be penalized. Our standard payment terms would apply. To ensure fairness, all internal candidates must compete in an open, national search process.	We understand the importance of deliverables and successful search outcome. PES is often bound by timing and decisions made by the University that do not take into consideration the amount of work the firm has conducted. Presentation of candidates (based by the University) can be within a month or up to six months. PES cannot recruit candidates for six months, having been paid only one retainer. We have represented Florida universities in over 50 searches with a clear understanding of the retained model and our commitment to this model. Parker Executive Search wants to work with the State of Florida. Our experience shows 90% of search is complete at presentation of candidates. Against our standard payment policies, we propose the following payment schedule: • 33% upon signing agreement • 33% upon initial meeting and two committee updates • 24% at presentation of candidates • Remaining 10% when finalist accepts offer of employment		University or College's individual total aggregate annual spend exceeds \$500,000 a 2% discount for professional fees.	
	Search Process	Candidate Evaluation	Search Updates	Interviews	Selection/Offer	Sunshine Laws/EEO/DFCCP Requirements	Candidate Experience	Background/ Reference Checks	Hard to Fill positions					
FIU/SUS Service Level Proposal Requests	No additional information needed.	No additional information needed.	• How often and in what form are progress and status reports delivered?	• How does your firm assist the institution in scheduling interviews?	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 your minimum response times to candidate?	No additional information needed.	• What additional steps are taken to fill positions that are known to be hard to fill?					
Supplier's Revised Service Level Proposal			Progress and status reports are delivered via conference calls and online updates. They occur as determined by each committee but are typically every three weeks.	Our firm handles all logistics for off-campus interviews and works closely with the Search Chair to manage on-campus interviews.		PES understands Florida's sunshine laws. Our process is built on ensuring all laws are followed. We will also work with each University or College's application process. PES will work with each University or College to ensure EEO demographic information is captured.	PES values candidates very much and ensures the candidate experience is outstanding regardless of outcome. Our processes are established to communicate frequently and to treat candidates with respect at all times. We typically respond to all candidates/clients within 24 hours.		PES often conducts searches that are difficult to fill. We contact direct professionals in key areas or fields who are in a place to provide us with marketplace information as well as recommendations of appropriate candidates.					

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