

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 **THE SPELMAN & JOHNSON GROUP, INC.**, a MASSACHUSETTS corporation, whose address is 3 Chapman Avenue, Easthampton, Massachusetts 01027, 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, "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

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

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

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

Notices to Contractor:

Julie D. Smith
Administrative Director
The Spelman and Johnson Group, Inc.
3 Chapman Avenue
Easthampton, MA 01027

Notices to FIU:

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

With copy to:

Florida International University
Office of the General Counsel
Modesto A. Maidique Campus

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11200 S.W. 8th Street, PC 511
Miami, Florida 33199

19. **Termination without Cause.** FIU may terminate this Agreement by giving Contractor at least ninety (90) days prior written notice of termination. FIU shall only be liable for payment of goods received 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

FOR THE CONTRACTOR:

**THE SPELMAN AND JOHNSON GROUP,
INC.**

BY: 

Ellen T. Heffernan, President

NAME & TITLE:

DATE: June 29, 2016

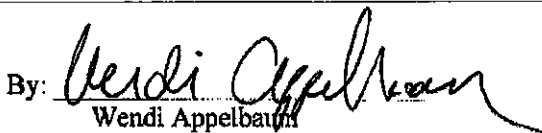
FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

BY: 

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

DATE: 7/12/16

By: 
Wendi Appelbaum
Assistant General Counsel

Date: 6-21-16

EXHIBIT I

SUBMIT RESPONSE TO: FLORIDA INTERNATIONAL UNIVERSITY PURCHASING SERVICES MODESTO A. MAIDIQUE CAMPUS 11200 SW 8 th Street CAMPUS SUPPORT COMPLEX – CSC 411 MIAMI, FL 33199 (305) 348-2161	INVITATION TO NEGOTIATE COVER DOCUMENT (“Solicitation”) ITN No. 56-001
RESPONSE OPENING (Date and Time): December 17, 2015 @ 2:00PM EST	SOLICITATION TITLE: <i>Search Firms</i>
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	The Spelman & Johnson Group
VENDOR’S MAILING ADDRESS	3 Chapman Avenue
VENDOR’S CITY, STATE, ZIP	Easthampton, MA 01027
VENDOR’S WEB ADDRESS	www.spelmanandjohnson.com
VENDOR’S E-MAIL ADDRESS	info@spelmanandjohnson.com
VENDOR’S FACSIMILE	413-527-6881
VENDOR’S TELEPHONE NUMBER	413-529-2895
VENDOR’S TOLL FREE NUMBER	800-827-6208
<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>	
<hr/>	
AUTHORIZED SIGNATURE (MANUAL) <i>Ellen T. Heffernan, President</i>	
<hr/> PRINT NAME AND TITLE June 30, 2016	
<hr/> DATE SIGNED	



**FLORIDA
INTERNATIONAL
UNIVERSITY**

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

**FOR
Search Firms**

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Attached is Appendix V Sample Addendum.

1.0 OVERVIEW

1.1 Statement of Objective

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

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

1.2 Calendar of Events

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

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

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

1.3 Scope of Work and Deliverables

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

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

Table 1

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

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

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

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

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

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

1.4 Solicitation Response

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

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

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

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

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

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

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

Tab 4 - **Vendor Experience and Qualifications**

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

Tab 5 - **Search Process.**

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

University dedicated website with password protection so that resumes are available to search committees at all times.

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

Tab 6 - **Financial Proposal**

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Evaluation Points

The evaluation criteria and points are provided below.

Table A –

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

1.5.1 Evaluation Criteria

1.5.1.2 Vendor Experience and Qualifications

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

1.5.1.3 Search Process

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

1.5.1.4 Financial Proposal

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

1.6 Definitions

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

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

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

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

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

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

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

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

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

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

1.7 FIU Environment

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

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

2.0 PROCESS

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

The Authorized FIU Representative for this competitive solicitation is:

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

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

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

2.2 Vendor Communications and/or Inquiries

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

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

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

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

2.3 Restricted Vendor Communications

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

2.4 Addenda

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

2.5 Protests

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

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

2.6 Delivery and Labeling of Sealed Solicitation Response

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

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

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

2.7 Required Solicitation Response Format

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

2.8 Economy of Presentation

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

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

2.9 Solicitation Responses Must be in Ink or Typed

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

2.10 Vendor's Signature

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

2.11 Complete Responses Required

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

2.12 Use of Forms

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

2.13 Errors or Omissions

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

2.14 Solicitation Response Validity Period

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

2.15 Solicitation Response Opening

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

3.0 SELECTION PROCESS, EVALUATION PROCESS AND CRITERIA

3.1 Selection process

FIU will conduct the following selection process:

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

3.2 Cash Discounts

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

3.3 Tie Responses

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

3.4 Contract Award

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

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

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

3.5 Posting of Intent to Award/Protest

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

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

3.6 Commencement of Work

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

3.7 Alternate Brands or Equivalent Products

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

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

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

4.0 SPECIFIC TERMS

4.1 Retention Guarantee

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

4.2 Non-Solicitation Clause

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

4.3 Non-Compete

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

4.4 Affirmative Action and the Recruitment Process

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

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

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

4.5 OFCCP Compliance

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

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

4.6 Records

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

5.0 GENERAL TERMS

5.1 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Workers' Compensation

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

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

5.3 Software Warranty and Back up

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

5.4 Services and Warranty

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

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

5.5 Safety

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

5.6 Compliance With Laws and Regulations

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

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

5.7 Public Records Laws; Trade Secrets Certification.

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

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

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

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

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

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

5.8 Parking

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

5.9 Public Entity Crimes

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

5.10 Waiver of Rights and Breaches

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

5.11 Conflict of Interest

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

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

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

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

5.12 Covenant Against Commissions, or Brokerage and Contingent Fees

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

5.13 Use of Contract by Other Governmental Agencies

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

5.14 Disposition of Solicitation Responses

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

5.15 Licensing Requirements

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

5.16 Subcontractors

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

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

5.17 Small Business Minority Enterprise (SMBE) Reporting

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

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

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

5.18 Equal Opportunity Statement

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

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

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

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

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

5.19 Vendor's Employment of Unauthorized Aliens

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

APPENDIX I

CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL SOLICITATION RESPONSE SHEET

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

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

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

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

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

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

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

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

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

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

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - VENDOR'S AGREEMENTS

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

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

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

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

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

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX III

SAMPLE CONTRACT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Contractor:

Notices to FIU:

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

With copy to:

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

FOR THE CONTRACTOR:

BY:

NAME & TITLE:

DATE:

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

BY:

NAME & TITLE:

DATE:

APPROVED AS TO FORM AND LEGALITY

BY: _____

FIU Attorney

DATE: _____

APPENDIX IV**AFFIDAVIT OF TRADE SECRET CERTIFICATION**

STATE OF _____

COUNTY OF _____

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

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

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

Affiant- Full Name: _____

Address: _____

Telephone: _____

E-mail: _____

Affiant Signature: _____

STATE OF _____

COUNTY OF _____

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

_____ (Affiant).

NOTARY PUBLIC

Personally Known

Produced identification (Type of ID)

SAMPLE ADDENDUM

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

APPENDIX V

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

FOR THE CONTRACTOR:

(CONTRACTOR'S NAME)

By: _____

Print Name: _____

Title: _____

Date: _____

FOR FIU:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Print Name: _____

Title: FIU Attorney

Date: _____





**FLORIDA
INTERNATIONAL
UNIVERSITY**

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

December 9, 2015

**ITN56-001
Search Firms**

ADDENDUM #1

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

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

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

Company Name _____

Address _____

Telephone/Fax/Email _____

Signature _____

Form#PS008; CD04/03/07

**ITN56-001
Search Firms**

ADDENDUM #1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Solicitation Response

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

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

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

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

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

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

Tab 4 - **Vendor Experience and Qualifications**

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

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

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

Tab 5 - Search Process.

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

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

Tab 6 - **Financial Proposal**

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

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

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

1.5 Evaluation Points

The evaluation criteria and points are provided below.

Table A –

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

1.5.1 Evaluation Criteria

1.5.1.2 Vendor Experience and Qualifications

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

1.5.1.3 Search Process

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

1.5.1.4 Financial Proposal

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



**Response to
COMPETITIVE SOLICITATION NUMBER: ITN 56-001**



FOR Search Firms

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Tab 1 Appendix I

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.

VENDOR COMMENTS REGARDING APPENDIX I

1. Spelman Johnson operates in accordance with all applicable federal, state and local employment statutes including Massachusetts General Laws c.214, s.1B, Right of Privacy and 940 CMR 27: Safeguard of Personal Information. The information gathered from references and background checks is furnished in response to an inquiry for the purpose of evaluating the potential employment capabilities of a candidate. Reference and background information has been obtained from sources deemed reliable but the accuracy of which Spelman Johnson cannot guarantee. The information provided in reference and background check reports is based on a variety of data available for such purposes; however, this does not warrant that all sources of information are represented.
2. Spelman Johnson requires that a background check be performed on the final candidate. The client agrees that the background check is not optional, and that any variation to this process must be requested by the client in writing on their letterhead. Further, if an offer is to be made to a candidate prior to a background check being completed, the client must make the offer "contingent upon the results of the background check."
3. Cancellation of this contract, and any and all obligations, may be caused by either party, for any reason, upon thirty (30) days written notice to the other party. Upon cancellation of this contract the contract fee is prorated to the point of cancellation. In no event will Spelman Johnson's fee be less than the amount of the first invoice plus any expenses incurred on behalf of the client by Spelman Johnson, to the point of cancellation. The fees quoted in this contract are valid for sixty (60) days from the date of the contract.
4. If at any time the institution, for a period greater than thirty (30) days, suspends this search process Spelman Johnson reserves the option to assess the institution a fee to reopen the search. This fee will be equal to one-half or fifty (50) percent of the initial fee.
5. In retaining the services of Spelman Johnson, all candidates, regardless of how they enter the application process for this position, are considered part of the pool that Spelman Johnson is building on behalf of the institution. If any of the unsuccessful candidates introduced to the institution or its representatives or affiliated entities, by Spelman Johnson are employed by

the institution or any of its affiliates within one (1) year of the acceptance of this contract, a separate fee of \$6,000.00 will be payable to Spelman Johnson upon that person's employment.

APPENDIX I

CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL SOLICITATION RESPONSE SHEET

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

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

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

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

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

1.	✓	_____	ETH
2.	✓	_____	ETH
3.	✓	_____	ETH

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

VENDOR COMPANY NAME Spelman Johnson

AUTHORIZED SIGNATURE _____

TITLE President

DATE December 15, 2015

Tab 2 Contact information

Person responsible for Vendor's proposal and negotiation during this process:

Ellen T. Heffernan, President
eth@sjgsearch.com
3 Chapman Avenue
Easthampton, MA 01027
413-529-2895

Person who should receive any notices related to this contract if awarded to Vendor:

Julie D. Smith
jds@sjgsearch.com
3 Chapman Avenue
Easthampton, MA 01027
413-529-2895

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.

Spelman Johnson's W9 form as well as our Certificate of Good Standing is attached as requested. SJG is currently a vendor of FIU therefore our vendor application is not applicable.

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. The Spelman & Johnson Group		
	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 3 Chapman Avenue	Requester's name and address (optional)	
	6 City, state, and ZIP code Easthampton, MA 01027		
	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 *How to get a TIN* 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.

Social security number									
or									
Employer identification number									
0	4	-	3	2	1	9	8	9	5

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶	Date ▶ June 15, 2015
------------------	----------------------------	----------------------

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
19 STANIFORD STREET, BOSTON, MASSACHUSETTS 02114

REGISTRATION TO ESTABLISH AND CONDUCT A PLACEMENT AGENCY

Fee: \$300.00

Registration No.: R02852

Effective Date: 09/04/2015

Expiration Date: 09/04/2016

This is to state that Spelman & Johnson Group, Inc. is hereby registered under the provision of, and in accordance with, Sections 46A to 46R, inclusive, of Chapter 140, of the General Laws, to establish and conduct a service firm under the name of:

Spelman & Johnson Group, Inc. (The)

3 Chapman Avenue

Easthampton, MA 01027

A handwritten signature in cursive script that reads "William D. McKinney".

WILLIAM D. MCKINNEY, DIRECTOR

Please detach this mailing tab and post certificate in a conspicuous place in the agency.

Spelman & Johnson Group, Inc. (The)
3 Chapman Avenue
Easthampton, MA 01027

Tab 4 Vendor Experience and Qualifications

Founded in 1991, Spelman Johnson was established in order to provide consulting and executive search services exclusively to colleges, universities, and other organizations closely affiliated with higher education. Spelman Johnson is led by the firm's president and includes a national staff of search associates who conduct searches, an administrative director, a research director, as well as administrative and technology support staff. In addition, with a combined 150+ years of experience in higher education, the search consultants at Spelman Johnson have cultivated an extensive network in higher education, and have worked to identify and develop a leadership pipeline within most professional areas of higher education—a pipeline that yields a broad and deep pool of applicants for our clients to consider.

Ellen T. Heffernan, President

Ms. Heffernan graduated from Smith College with a B.A. in economics and government. She joined Spelman Johnson in 1996, after a ten-year career in higher education that included positions at Smith College and the University of Massachusetts Amherst. She is also a national speaker and writer on topics related to recruiting and professional development in higher education and serves as faculty for several national higher education association professional development programs. Ellen also currently serves on the executive board of the National Association of Executive Recruiters. Ellen does not currently conduct searches but serves as an advisor to all Spelman Johnson search consultants on an as-needed basis; she is available to any client who might have questions or concerns about a search.

The number of active searches handled by a search firm—in comparison to the size of the firm—can provide a measure of how much attention and care your search will receive. When necessary, Spelman Johnson may limit the number of searches we will undertake, or carefully consider the search timeline, in order to ensure that each client receives the best possible service. Further, the search consultant that visits your campus will lead and manage your search from start to finish as well as recruit directly on your behalf, interact with, and qualify applicants. These efforts are backed by our extensive technological and personal networks, so that anyone at Spelman Johnson may respond to general inquiries about the search in the event your consultant is traveling. All client contact will be handled by your search consultant.

For twenty-four years, Spelman Johnson has been higher education's foremost firm for identifying and cultivating administrative leaders possessing the vision and skill set to advance a comprehensive 21st century mission-driven agenda. We are committed to supporting a wide range of professional areas, we have a pipeline to identify talented leaders, and we are engaged in the national conversation helping to define and promote best practices in the fields of student affairs, admissions and enrollment, career services, housing and residential life, campus law enforcement, financial aid, financial administration and association leadership related to higher education. Below is a sampling of Spelman Johnson's portfolio in some of these key professional areas.

The Spelman Johnson Student Affairs Portfolio

- Key sponsor and business partner, **NASPA—Student Affairs Administrators in Higher Education**, the premier professional association for student affairs professionals
- Spelman Johnson was the firm that partnered with the NASPA Board of Directors in 1995 undertaking the search that led to Gwen Dungy being named Executive Director, a position she held until her retirement in 2012
- Attend and present at NASPA’s annual national conference

Selected presentations:

- *Student Affairs Redefined: A National Discussion*, pre-conference session, 2013
- *Influencing Student Affairs and Academic Affairs Through Formal Alignment*, 2012
- *Tracking the Social Footprint in the Hiring Process*, 2011
- *View From the Top: Cabinet Leadership*, 2010

Selected publications:

- Heffernan, E. (2011). Competencies for the Seasoned Student Affairs Officer: View from the Top. In G. Dungy and S. Ellis, (Eds.) *Exceptional Senior Student Affairs Administrators’ Leadership: Strategies and Competencies for Success* (pp. 117-120). Washington, DC: NASPA Publications
- Heffernan, E. (2012). Wanted: The Perfect Partnership, Creating an Associate Vice President Recruitment Strategy. *Leadership Exchange*, 10 (1), 16-18
- Sponsor of **NASPA’s Regional New Professionals Awards**—a conference registration for each award winner as determined by each of the NASPA regions
- Sponsor and serve on the faculty for NASPA’s **Alice Manicur Institute** for women who aspire to the senior student affairs officer position
- Sponsor and serve on the faculty for NASPA’s **New Chief Student Affairs Officers Institute** for student affairs professionals new to the senior student affairs role
- Sponsor and serve on the faculty for the **Stevens Institute for Senior Student Affairs Officers** an institute for chief student affairs officers
- Sponsor NASPA’s **African American Leadership Summits**
- Sponsor and serve as faculty for NASPA’s **Aspiring Senior Student Affairs Officers Institute** for mid-level student affairs leaders who are seeking the chief student affairs officer positions
- Sponsor and serve as faculty for NASPA’s **Small College and University Institute** for chief student affairs officers of small institutions
- NASPA Region I Mid-Level Institute, NASPA V/VI Mid-Level Training Institute, and other NASPA regional conferences serve as presenters on career advancement and developing leadership skills aimed at middle managers
- Frequent presenters at The Placement Exchange, NASPA’s annual career fair for new and mid-level professionals
- Sponsor and presenter at **SACSA—Southern Association of College Student Affairs**
 - *Fundraising: Cultivating and Creating Innovative Business Partnerships*, annual conference, 2009
 - *Preparing for the Next Career Move*, annual conference, 2008

- Presenter at **NASPA's Multicultural Institute, the Latino Knowledge Community, and the Asian-Pacific Knowledge Community** on career advancement and developing leadership skills
 - *Hiring Well---Recruiting, Selecting, and Retaining Talent*, NASPA Multicultural Institute
- Sponsor and attendee of the **Council of Independent Colleges' Chief Academic and Chief Student Affairs Officers Institute**
- Sponsor and presenter at the **Association of Florida Colleges Student Development Commission**
 - *Search Success*, session, Commission Conference, 2012
 - *Charting Your Career Path*, session, Commission Conference, 2013
- Present and attend **NASAP—the National Association of Student Affairs Professionals** national conference
- Present and attend **NACA--National Association of Campus Activities** national conference
- Presenter and attendee—**NIRSA—Leaders in Collegiate Recreations** professionals annual conference
 - *Unlocking the Secrets to a Successful Job Search*, webinar, 2011
 - *Crafting a Stellar Cover Letter and Resume*, webinar, 2011
 - *Insights into Interviewing*, webinar, 2011
 - *Fundraising: Creating & Cultivating Innovative Business Partnerships*, annual conference, 2009

The Spelman Johnson Admissions/Enrollment Portfolio

- Sponsor and business partner, **NACAC—National Association of College Admission Counselors**, the premier professional association for admissions/enrollment professionals
- Sponsors and serves on the faculty for **NACAC's Leadership and Career Development Academy**; a professional development institute for admissions and enrollment leaders
- Sponsor of **NACAC's Rising Star Award**—a program that honors state and regional affiliates, new members, and programs that exemplify excellence and dedication to serving students in the transition from high school to college; Spelman Johnson provides a conference registration for each award winner
- Attend the **New England ACAC** annual conference
- Affiliate member of the **College Board** and attend the College Board National Forum
- Serve on the faculty for the **College Board Middle States Enrollment Leadership Academy**
- Attend and serve as a presenter, **NAGAP--National Association of Graduate Admissions Professionals** annual conference
 - *Advancement Primer: Preparation, Positioning, and Priorities for the Experienced Admissions Professional*, presenter, NAGAP annual conference, 2010
- Attend and present, the **New England Transfer Conference**
 - *Charting Your Career Path: Defining Leadership and Negotiating Advancement*, annual conference

- Attend **AACRAO-- American Association of Collegiate Registrars and Admissions Officers** the annual meeting
- Participate in AACRAO's Strategic Enrollment Management institute
- Spelman Johnson search associate Kendra Dane most recently served as Assistant Dean and Director of Admissions at William Mitchell College of Law in St. Paul, Minnesota. Prior to moving to St. Paul, she served as Executive Director of Admissions and Marketing at the School of the Art Institute of Chicago (SAIC) as well as the Executive Director of Enrollment Services at SAIC. Kendra began her career in higher education at National-Louis University in Evanston, Illinois where she served as an Associate Vice President for Financial Aid for many years.
- Kendra has been active in the Illinois Association of Student Financial Aid Administrators (ILASFAA) organization, held leadership positions in Midwest Association of Student Financial Aid Administrators (MASFAA), and served in a volunteer capacity as a financial aid trainer with the U.S. Department of Education.

The Spelman Johnson Career Services Portfolio

- Sponsor and business partner, **NACE—National Association of Colleges and Employers**, the premier professional association for career services professionals
- Attend and present at NACE's annual national conference
Selected presentations:
 - *Keys to Successful Leadership Transitions in Times of Change*, conference session, 2015
 - *Success Secrets for New Career Directors: A Deep Dive*, conference session, 2013
 - *Preparation + Presentation = Successful Career Advancement*, conference session, 2011
 - *Intentionality: Building YOUR Career Success....Capacity, Aptitude and Leadership*, conference session, 2010
- Selected publications:
 - Szymkowicz, V. (2013). Leadership in Career Services: Voices from the Field. In E. Contomanolis and T. Steinfeld, (Eds.) *A Search Consultant's Guide to the Successful Career Services Job Search*, CreateSpace Independent Publishing
- Sponsor of **NACE's Rising Star Award**— recognizing one individual each year who has demonstrated strong leadership potential and contributions to the career services profession and NACE organization. The award is designed to both recognize and further the recipient's professional development activities.
- Member of **EACE--Eastern Association of Colleges and Employers**
- Attend and present at EACE's annual conference
Selected presentations:
 - *Three Cs: Keys to Your Advancement (confidence, connections, and communications)*, conference session 2014
 - *Transitions: Managing Change & Your Career*, conference session 2012
- Spelman Johnson Senior Search Associate Valerie Szymkowicz, prior to joining the Spelman Johnson team served as the director of career services at Middlebury College.

The Spelman Johnson Housing & Residential Life Portfolio

- Sponsor and business partner, **ACUHO-I—Association of College and University Housing Officers-International** the premier professional association for housing professionals
- Spelman Johnson was the firm that partnered with the ACUHO-I Board of Directors in 1995 undertaking the search that led to Sallie Traxler being named Executive Director of ACUHO-I
- Attend and present at ACUHO-I's annual national conference
Selected presentations:
 - *Hip & Sage: Networking 2.0 and Career Interventions*, session, annual conference 2010
 - *The Power of Your Professional Brand*, session, annual conference, 2012
 - *Recruiting Leaders: Defining, Assessing, and Hiring Talent*, session, annual conference
- Selected publications:
 - Heffernan, E. (2008). A Hire Calling. *Talking Stick*, 35 (3), 16-18
- Member, **ACUHO-I's Body of Knowledge Committee**—a 2011 project to identify and outline the required body of knowledge for a housing/residential life professional, map the knowledge domains against the current professional development programs and general institutional needs, and identify opportunities for ACUHO-I to develop programs/activities to meet those gaps.
- Sponsor and presenter, **Chief Housing Officer's Institute**, 2010
 - *Preparing for the Next Career Move*, session, 2010
- Sponsor and presenter, **National Housing Training Institute**
 - *Charting Your Career Path: Moving Forward From the Mid-Level*
- Attend and present, **NWACUHO regional conference**
- Attend and presenter **APPA—Association of Physical Plant Administrators** national conference
 - *Succession Planning*, annual conference, 2010
- Spelman Johnson senior associate Peter Rosenberg, prior to joining Spelman Johnson, served in housing and residential life and in a variety of elected leadership positions including service on the Executive Board of the Association of College and University Housing Officers – International, as President of the Northwest Association of College and University Housing Officers, and on the faculty of the National Housing Training Institute.
- Spelman Johnson senior associate Peter Rosenberg was awarded the NWACHUO (Northwest Association of College and University Housing Officers) Lifetime Achievement Award in 2014.

The Spelman Johnson Campus Law Enforcement Portfolio

- Spelman Johnson engages as a strategic partner **Margolis, Healy & Associates** (MH&A), a professional services firm specializing in campus safety, security, and regulatory compliance for higher education. Spelman Johnson and MH&A offer institutions access to a full complement of services as they look to enhance campus safety and security. Steven Healy, former director of public safety at Princeton University, and Gary Margolis, the former chief of police at the University of Vermont, through MH&A bring an additional network in campus law enforcement professionals that combined

with the Spelman Johnson network is the most extensive professional network in campus law enforcement in the industry.

- Spelman Johnson led the search for the inaugural director of the United States Department of Justice's newly formed **National Center for Campus Public Safety**
- Spelman Johnson attends and presents at the **International Association of Campus Law Enforcement Administrators's** (IACLEA) annual national conference
- Spelman Johnson attends and presents at the **National Association of Women in Law Enforcement Executives** (NAWLEE) annual conference

Selected presentations:

- *Executive Level Recruiting: What They Look For*, 2011 annual conference

The Spelman Johnson Financial Aid Portfolio

- Attend **National Association of Financial Aid Administrators (NASFAA)** annual national conference
- Present at NASFAA regional conferences
 - Eastern Association of Financial Aid Administrators
 - Massachusetts Association of Financial Aid Administrators
 - Connecticut Association of Financial Aid Administrators
 - New York State Financial Aid Administrators

Selected presentations:

- *Advancement Primer: Preparation, Positioning, and Priorities for the Financial Aid Professional*, Eastern Association of Financial Aid Administrators, conference, 2010
- *Career Development for Financial Aid Professionals*, New York State Financial Aid Administrators, regional conference
- Spelman Johnson search associate Kendra Dane has been active in the Illinois Association of Student Financial Aid Administrators (ILASFAA) organization, held leadership positions in Midwest Association of Student Financial Aid Administrators (MASFAA), and served in a volunteer capacity as a financial aid trainer with the U.S. Department of Education.
- Prior to joining Spelman Johnson, Kendra Dane most recently served as Assistant Dean and Director of Admissions at William Mitchell College of Law in St. Paul, Minnesota. Prior to moving to St. Paul, she served as Executive Director of Admissions and Marketing at the School of the Art Institute of Chicago (SAIC) as well as the Executive Director of Enrollment Services at SAIC. Kendra began her career in higher education at National-Louis University in Evanston, Illinois where she served as an Associate Vice President for Financial Aid for many years.

The Spelman Johnson Diversity and Multicultural Portfolio

- Attend and present at the **American Association of Blacks in Higher Education** (AABHE) annual national conference

Selected presentations:

- *Advancing Your Career and Creating a Professional Brand*, pre-conference 2014
- *Leadership Moves: Developing Your Career Strategy*, pre-conference, 2013
- *Human Resources and Higher Education Post the Great Recession*, pre-conference, 2011

- *Professional Advancement: the Nuts and Bolts of the Job Search Process*, pre-conference, 2010
- Faculty member, since 2009, for **AABHE's Annual Leadership and Mentoring Institute**—an institute focused on supporting African-Americans in acquiring the leadership skills to prepare them for senior administrative and faculty rank positions
- Ellen Heffernan, accepting for Spelman Johnson, was honored to receive AABHE's president's award for service and commitment to the organization.
- Member and presenter **American Association of Hispanics in Higher Education** (AAHHE) annual conference
Selected presentations:
 - *Pathways to Prosperity: A Journey of Academic and Career Success*, session 2014
 - *Nuestros Sueños: From Aspiration to Attainment*, session, 2013
 - *Charting Your Career Path: Moving Forward from the Mid-Level*, session, 2012
- **National Conference on Race and Ethnicity in American Higher Education** (NCORE) attendee and presenter:
 - *Charting Your Career Path: Defining Leadership and Negotiating Advancement*, session, 2012
- Sponsor and serve on the faculty for **NASPA—Student Affairs Administrators in Higher Education**-- Alice Manicur Institute for women who aspire to the senior student affairs officer position
- Sponsor NASPA's African American Leadership Summits
- Presenter at NASPA's Multicultural Institute, the Latino Knowledge Community, and the Asian-Pacific Knowledge Community on career advancement and developing leadership skills
 - *Hiring Well---Recruiting, Selecting, and Retaining Talent*, NASPA Multicultural Institute session
- Selected publications:
 - Heffernan, E. (2001). How to Get That Job Interview. In M.D. Wenniger and M. H. Conroy, (Eds.) *Gender Equity or Bust*, (pp.150-152). San Francisco, CA: Jossey-Bass
- Attend **NASAP—the National Association of Student Affairs Professionals** national conference; NASAP is an organization that was founded by senior level African-American student affairs professionals as a support organization and focused largely among Historically Black College and Universities.
- Sponsor of the **Inaugural LGBTQ Leaders Conference**, 2015; a conference organized and designed by sitting LGBTQ presidents and provosts from institutions across the country.
- Sponsor of the **Women's Leadership Institute** for senior women in the academy seeking key leadership positions. Spelman Johnson sponsors four scholarships targeted at women from Historically Black Colleges and Universities, Hispanic Serving Universities, Tribal Colleges, and Asian American and Native American Pacific Islander-Serving Institutions.
- Serve as panelist for the **ACE Women's Network** state and regional workshops
 - Minnesota Women in Higher Education
 - North Dakota Women in Higher Education
 - Florida Network of Women in Higher Education
 - Massachusetts Women in Higher Education

- Ellen Heffernan currently serves on **ACE's Moving the Needle Initiative** intended to generate a national sense of urgency in elevating the need for advancing women into higher education leadership positions.

7

Qualifications of Senior Professionals

The number of active searches handled by a search firm—in comparison to the size of the firm—can provide a measure of how much attention and care your search will receive. When necessary, Spelman Johnson may limit the number of searches we will undertake, or carefully consider the search timeline, in order to ensure that each client receives the best possible service. Further, the search consultant that visits your campus will lead and manage your search from start to finish as well as recruit directly on your behalf, interact with, and qualify applicants. These efforts are backed by our extensive technological and personal networks, so that anyone at Spelman Johnson may respond to general inquiries about the search in the event your consultant is traveling. All client contact will be handled by your search consultant.

For informational purposes, below is a brief biography for each of our search consultants.

Valerie B. Szymkowicz, Senior Search Consultant

Ms. Szymkowicz received her B.A. in natural science/environmental studies from New England College and her M.Ed. in student personnel from the Graduate School of Education at the University of Vermont. For a period of over twenty years, she worked in higher education at both public and private institutions, principally in the areas of academic advising, experiential education, and career services. Ms. Szymkowicz has been a guest presenter at the NASPA Region I Mid-Managers Institute facilitating discussion on professional development priorities and regularly presents on topics related to building capacity and leadership potential for other professional organizations including NACE (National Association of Colleges and Employers) and EACE (Eastern Association of Colleges and Employers).

Peter W. Rosenberg, Senior Search Consultant

Mr. Rosenberg received his B.S. in psychology and English from the University of Wisconsin–Stevens Point and his M.Ed. in student personnel administration from Colorado State University. During a career spanning 25 years at higher education institutions across the country, in addition to his on-campus responsibilities, Mr. Rosenberg served on the Executive Board of the Association of College and University Housing Officers–International, as President of the Northwest Association of College and University Housing Officers, and on the faculty of the National Housing Training Institute.

Mark A. Hall, Senior Search Consultant

Mr. Hall earned his B.A. from Wake Forest University, his M.Ed. from University of North Carolina at Greensboro and his MBA from University of Central Florida. Prior to joining Spelman Johnson, Mr. Hall served as President of Campus Entertainment, LLC, a subsidiary company of the National Association for Campus Activities (NACA). During a career that spans over twenty years in higher education Mr. Hall has served as Assistant Executive Director at NACA, Vice President for Finance and Administration at Columbia College, and director of the university centers at both Wake Forest University and the University of Central Florida. He served two terms as Vice-Chair of the NACA Board of Directors and was President of the Southern Region of the National Association of College Auxiliary Services.

Kendra E. Dane, Search Consultant

Ms. Dane earned her B.A. from Mundelein College (now part of Loyola University), and her M.S. from National Louis University. During a career in higher education that spans over 30 years, Ms. Dane has most recently served as Assistant Dean and Director of Admissions at William Mitchell College of Law in St. Paul, Minnesota. Prior to moving to St. Paul, she served as Executive Director of Admissions and Marketing at the School of the Art Institute of Chicago (SAIC) as well as the Executive Director of Enrollment Services at SAIC. Ms. Dane began her career in higher education at National Louis University where she served as an Associate Vice President for Financial Aid for many years. She has been active in the Illinois Association of Student Financial Aid Administrators (ILASFAA), held leadership positions in Midwest Association of Student Financial Aid Administrators (MASFAA) and served in a volunteer capacity as a financial aid trainer with the U.S. Department of Education.

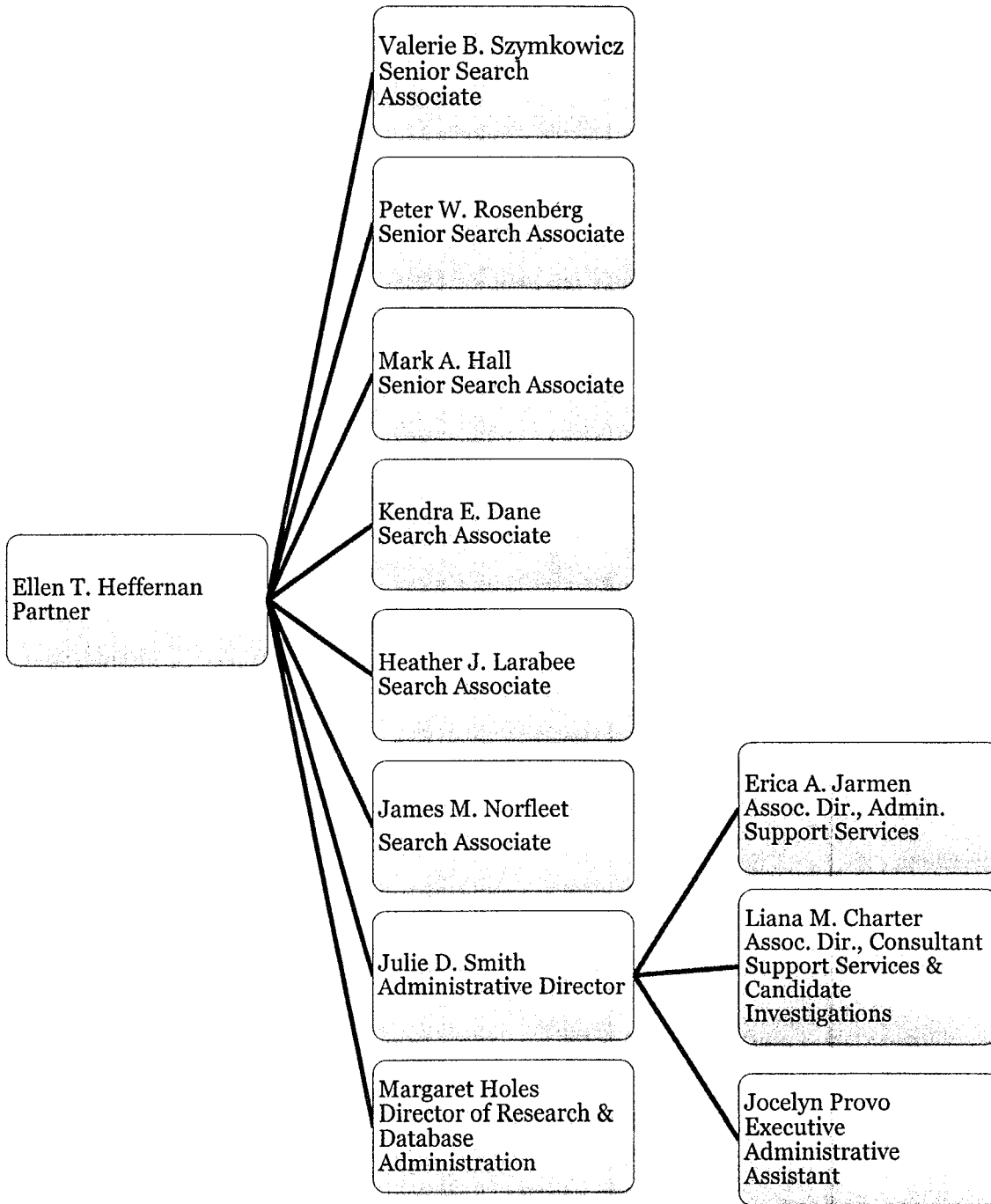
Heather J. Larabee, Search Consultant

Ms. Larabee earned her B.S. in Marketing from the University of West Florida, her M.Ed. from the University of Florida, and her Doctor of Education in Educational Leadership from the University of Southern California. Ms. Larabee has most recently served as Assistant Dean of Students and Director of Campus Activities in the Division of Student Affairs at the University of Southern California. Prior to this, Ms. Larabee served as the Assistant Director for Cultural Arts & Activities. Ms. Larabee came to the University of Southern California from Francis Marion University where she served as the Director of Student Life in the Division of Student Affairs. She also held the position of Program Coordinator in the Division of Student Affairs at the University of Tennessee. Ms. Larabee has published several articles and been a presenter at the National Association for Campus Activities (NACA), the National Association of Student Personnel Administrators (NASPA), and the Association of College Unions International (ACUI) national conferences.

James M. Norfleet, Search Consultant

Mr. Norfleet earned his B.B.A degree in business and marketing from Pace University and joined Spelman Johnson after three decades in higher education, most recently as Vice President for Student Affairs at The College of New Jersey. Prior to his work for The College of New Jersey, Mr. Norfleet served in several capacities at California State Polytechnic University, Pomona, including Associate Vice President for Student Services and Executive Director of Educational Equity Services. Earlier in his career, he worked in academic affairs at Nyack College where he directed the Higher Education Opportunity Program and served as Associate Dean of the College and Director of the Office of Academic Development. Mr. Norfleet has been active in an array of professional organizations and has served as an independent consultant to mission-driven institutions and leaders across the career spectrum.

Spelman Johnson Organizational Chart



References

Tarleton State University

Last search closure: October 2015

Dr. Karen Murray, Provost and Executive Vice President of Academic Affairs

Administration Building 12, 1333 W. Washington, Stephenville, TX 76402

p: 254-968-9103 e: kmurray@tarleton.edu

The University of Utah

Last search closure: December 2015

Dr. Jerry Basford, Associate Vice President for Student Affairs, Business and Auxiliary Services

201 South Presidents Circle, Room 206, Salt Lake City, UT 84112-9014

p: 801-581-3435 e: jbasford@sa.utah.edu

Virginia Tech

Last search closure: June 2015

Dr. Eleanor Finger, Director of Housing and Residence Life

144 New Hall West, Suite 144, 190 West Campus Drive, Blacksburg, VA 24061

p: 540-231-2808 e: efinger@vt.edu

Iowa State University

Last search closure: September 2015

Dr. Thomas Hill, Senior Vice President for Student Affairs

2350 Beardshear Hall, Ames, IA 50011-2039

p: 515-294-1909 e: tomhill@iastate.edu

University of Michigan

Last search closure: June 2015

Dr. Loren Rullman, Associate Vice President for Student Affairs

3000A Michigan Union, Rm 1308, 530 South State Street, Ann Arbor, MI 48109

p: 734-763-1291 e: lrullman@umich.edu

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

INSTITUTION	CITY	ST	POSITION TITLE	CLOSE DATE
Arizona State University	Tempe	AZ	Chief of Police	11/7/2014
Boise State University	Boise	ID	Dean of Students	6/22/2012
Colorado State University	Fort Collins	CO	Director of Dining Services	5/9/2014
Florida International University	Miami	FL	Vice President of Student Affairs	5/20/2013
George Mason University	Fairfax	VA	Executive Director, Counseling and Psychological Services	9/12/2012
George Mason University	Fairfax	VA	Director of Residence Life	12/26/2012
Georgia Institute of Technology	Atlanta	GA	Director of Leadership and Civic Engagement	5/11/2013
Indiana University Bloomington	Bloomington	IN	Executive Director Indiana Memorial Union	5/19/2015
Iowa State University	Ames	IA	Dean of Students	5/21/2012
Iowa State University	Ames	IA	University Registrar	6/5/2012
Iowa State University	Ames	IA	Associate Director, Memorial Union	10/3/2012
Iowa State University	Ames	IA	Associate Director of Residence	3/11/2013
Iowa State University	Ames	IA	Associate Vice President for Student Affairs	6/1/2013
Iowa State University	Ames	IA	Director of Admissions	6/8/2014
Iowa State University	Ames	IA	Vice President for Diversity and Inclusion	10/15/2015
Iowa State University	Ames	IA	Senior Associate Registrar	9/9/2015
Michigan State University	East Lansing	MI	Senior Associate Director of Residence Education and Housing Services	1/18/2013
Michigan State University	East Lansing	MI	Director of Administrative Support	4/22/2013
Northern Illinois University	DeKalb	IL	Vice President for Student Affairs & Enrollment Management	5/21/2013
Ohio University	Athens	OH	Executive Director of Residential Housing	3/19/2012
Ohio University	Athens	OH	Executive Director of Campus Recreation	4/3/2012
Ohio University	Athens	OH	Vice President for Student Affairs	5/24/2012
Ohio University	Athens	OH	Associate Vice President for Student Affairs and Dean of Students	4/26/2013
Ohio University	Athens	OH	Director of Residential Education	11/1/2013
Oregon State University	Corvallis	OR	Director of Residential Dining Services and Catering	4/19/2013
Oregon State University	Corvallis	OR	Associate Vice Provost and Dean of Student Life	2/27/2015
Purdue University	West Lafayette	IN	Director of the Student Health Center	11/29/2012
Purdue University	West Lafayette	IN	Director of the Latino Cultural Center	6/25/2014
The University of Arizona	Tucson	AZ	Director, Arizona Student Unions	2/7/2013
The University of North Carolina at Chapel Hill	Chapel Hill	NC	Director of Housing and Residential Education	10/7/2014

The University of Texas at Austin	Austin	TX	Executive Director of the University Unions	11/26/2013
The University of Texas at Austin	Austin	TX	Director of New Student Services	3/6/2015
The University of Texas at San Antonio	San Antonio	TX	Vice President of Student Affairs	10/16/2012
The University of Utah	Salt Lake City	UT	Executive Director of Financial Aid and Scholarships	10/20/2015
University of California, Berkeley	Berkeley	CA	Executive Director, University Student Union and ASUC Auxiliary	5/30/2012
University of California, Berkeley	Berkeley	CA	Director of Residential Education	5/18/2015
University of California, Irvine	Irvine	CA	Director of Admissions and Relations with Schools	7/12/2012
University of California, Los Angeles	Los Angeles	CA	Director of Residential Education	8/19/2014
University of California, Los Angeles	Los Angeles	CA	Director of Residential Life Operations	8/18/2014
University of California, Riverside	Riverside	CA	Director of Undergraduate Admissions	4/26/2013
University of California, Riverside	Riverside	CA	Senior Director of Residence Life and Services	1/6/2015
University of California, San Diego	La Jolla	CA	Director of Undergraduate Admissions, Recruitment, and Yield	9/4/2012
University of California, San Diego	La Jolla	CA	Associate Director of Property Operations and Planning for Housing Dining Hospitality	12/10/2013
University of Cincinnati	Cincinnati	OH	Director of Public Safety & Chief of Police	10/2/2014
University of Cincinnati	Cincinnati	OH	Senior Associate Vice President for Human Resources/Chief Human Resources Officer	7/21/2015
University of Connecticut	Storrs	CT	Executive Director of Residential Life	5/20/2014
University of Florida	Gainesville	FL	Director of Freshmen and International Admissions	7/30/2014
University of Houston	Houston	TX	Associate Vice Chancellor for Enrollment Services, University of Houston System/Associate Vice President for Enrollment Services, University of Houston	8/20/2014
University of Illinois at Urbana-Champaign	Champaign	IL	Associate Director of Housing for Business Services	8/27/2012
University of Massachusetts Amherst	Amherst	MA	Assistant Vice Chancellor/Chief of Police	11/24/2015
University of Michigan	Ann Arbor	MI	Director of Recreational Sports	8/8/2013
University of Michigan	Ann Arbor	MI	Director of Campus Dining	10/17/2013
University of Michigan	Ann Arbor	MI	Chief of Police	2/18/2014
University of Michigan	Ann Arbor	MI	Senior Director for University Housing and Auxiliary Services	6/1/2015
University of North Texas	Denton	TX	Vice President for Enrollment	8/11/2014
University of North Texas	Denton	TX	Director of Counseling and Testing	4/28/2015
University of North Texas	Denton	TX	Associate Vice President for Student Affairs, Auxiliary Services	
University of Oklahoma	Norman	OK	Director of Admissions	4/25/2014

University of Oregon	Eugene	OR	Director of Security	
University of Oregon	Eugene	OR	Director, Housing Facilities Services	5/11/2012
University of Oregon	Eugene	OR	Assistant Chief of Police	
University of South Florida	Tampa	FL	Director of Facilities for Housing & Residential Education	11/30/2012
University of South Florida	Tampa	FL	Assistant Vice President/Dean for Students	1/8/2013
University of South Florida	Tampa	FL	Director of Counseling	2/1/2013
University of Wisconsin - Milwaukee	Milwaukee	WI	Associate Vice Chancellor for Alumni Relations	9/11/2012
University of Wisconsin - Milwaukee	Milwaukee	WI	Associate Vice Chancellor for Enrollment Services	8/13/2012
University of Wisconsin - Milwaukee	Milwaukee	WI	Dean of Students	5/3/2013
University of Wisconsin - Milwaukee	Milwaukee	WI	Director of Undergraduate Admissions and Recruitment	6/12/2013
Virginia Commonwealth University	Richmond	VA	Director, University Student Commons and Activities	1/4/2013
Virginia Commonwealth University	Richmond	VA	Vice Provost for Student Affairs	8/5/2014
Virginia Commonwealth University	Richmond	VA	Director of Campus Services	11/10/2014
Virginia Tech	Blacksburg	VA	Director of Student Engagement and Campus Life	5/5/2015
Virginia Tech	Blacksburg	VA	Director of Health Education and Student Wellbeing	9/24/2015
Virginia Tech	Blacksburg	VA	Associate Director of Residence Life	4/24/2015
Virginia Tech	Blacksburg	VA	Assistant Vice President for Student Affairs	6/18/2015
Virginia Tech	Blacksburg	VA	Director of the Cranwell International Center	6/17/2015
West Virginia University	Morgantown	WV	Associate Dean and Director of Greek Life	9/23/2015

Tab 5 Search Process

Search Process

Search Management

Spelman Johnson will meet with stakeholders, and draft documents including a site visit report; a complete position specification that outlines the responsibilities, climate, culture, challenges, and opportunities inherent to the leadership role; a marketing and direct outreach plan for the position; search timeline; and a position announcement (the actual advertising copy) for the position. With a clear sense of all facets of this position, we conduct direct, personal outreach to individuals that have been identified as fitting the prospectus of the successful candidate being sought by Florida International University.

Spelman Johnson will vet applicants, prepare introductory prospect reports for the search committee, and submit an initial pool of prospects to the search committee for their review. Spelman Johnson will meet with the search committee to screen and discuss prospect qualifications. Spelman Johnson conducts references throughout the interview process and arranges interviews for semi-finalist and finalist candidates.

Research and Prospect Identification

During this phase, Spelman Johnson will develop outreach lists of individuals that may meet the criteria for success in the position. Our research is generally focused in a manner that will create a list of individuals most likely to have experience at institutions similar to the client institution or in positions that have provided the individuals with the opportunity to gain the necessary skills for a senior leadership position.

Spelman Johnson's Evaluation of Candidates

At Spelman Johnson we gather a significant amount of information from candidates in our vetting process—from in-depth conversations about a candidate's career path and goals, to gathering data on relevant areas that a candidate has supervised in the course of their career. We ask a candidate for written materials to assess their skill with written communications, we review size and scope of staffing and budgets, we assess leadership skills, and political acumen—there are many facets to understanding the candidate's motivation and fit for a leadership position. Fit is one of the most important aspects of the recruitment process and this is particularly important when recruiting and assessing candidates. All of the information gathered from the candidates that Spelman Johnson is moving forward for the search committee to review are part of the candidate's portfolio and submitted to the search committee.

Background and Reference Checking

Throughout the semi-finalist and finalist stages of the process, Spelman Johnson will conduct formal and informal reference checks (i.e., “on-list” and “off-list” references) for each candidate. Full reference reports are provided to the committee. We will also process formal background checks on each finalist candidate, under the auspices of the Fair Credit Reporting Act (FCRA), to include employment verification, degree verification, driving record, credit record, criminal record, and civil suits record. Any issues resulting from the background checks will be handled according to the requirements outlined in the FCRA.

Spelman Johnson’s Guarantee Policy:

Working with Spelman Johnson in a retained full-search capacity provides the following benefits and/or guarantees:

- *Search Conclusion Guarantee:* Spelman Johnson will work with our client institution until a successful hire is made or the search concludes in another fashion as negotiated by the institution and Spelman Johnson.
- *Retention Guarantee:* Should the successful candidate voluntarily withdraw or be terminated for cause within twelve (12) months of the date of his/her acceptance of employment, Spelman Johnson will redo the search for a replacement candidate waiving our fee and billing only for expenses and the one-time administrative charge associated with reopening the search.
- *Off-Limits Policy:* Spelman Johnson conducts searches based on an exclusive relationship with its client organization, and as such Spelman Johnson will not actively solicit potential applications from the hiring division within your institution for one calendar year from the date of your contract.
- *Privacy Process:* For each search we conduct, Spelman Johnson sets up password-protected access to candidate documents for the search committee’s use during the search process.

Providing assistance during the interview process

Spelman Johnson facilitates communication between all interested parties during the search process, including but not limited to applicants, nominators and nominees, as well as those inquiring about the position before determining if they wish to apply. We keep track of inquiries, and circle back to those individuals to ensure all questions have been answered or that their applications have been submitted. A password protected resume portfolio is provided to all search committee members upon pool presentation.

Spelman Johnson's background checks include:

Federal Criminal Database and Federal Civil Database searches are run through PACER (Public Access to Court Electronic Records), which is an electronic public access service that allows users to obtain case and docket information from Federal Appellate, District and Bankruptcy courts, and from the U.S. Party/Case Index. In addition, both criminal and civil county searches are run in all counties in which an applicant has lived, worked, or been educated.

- National Criminal Records Search
- Federal Courts Search
- Social Security Number Verification
- National Sex Offender Database Search
- Credit History
- Education Verification
- Employment Verification
- DMV Records
- Terrorist Watch List check including
 - OFAC Sanctioned Countries, including Major Cities & Ports
 - Non-Cooperative Countries and Territories
 - Department of State Trade Control (DTC) Debarred Parties
 - FBI Most Wanted Terrorists & Seeking Information
 - U.S. Bureau of Industry & Security (formerly BXA)
 - Unverified Entities List
 - Denied Entities List
 - Denied Persons List
- FBI Top Ten Most Wanted
- INTERPOL Most Wanted List
- Bank of England Sanctions List
- OSFI – Canadian Sanctions List
- United Nations Consolidated Sanctions List
- Politically Exposed Persons List
- European Union Terrorism List
- World Bank Ineligible Firms
- FinCEN 311 List

Spelman Johnson operates in accordance with all applicable federal, state and local employment statutes including MGL c.214, s.1B, Right of Privacy and 940 CMR 27: Safeguard of Personal Information.

Reference checks

Spelman Johnson will conduct references and deliver a finished reference report for each candidate. Spelman Johnson also directs each candidate to a website hosted by a third-party vendor for background checks. Spelman Johnson operates in accordance with all applicable federal, state and local employment statutes including MGL c.214, s.1B, Right of Privacy and 940 CMR 27: Safeguard of Personal Information. The information gathered from references and background checks is furnished in response to an inquiry for the purpose of evaluating the

potential employment capabilities of a candidate. Reference information will be obtained from sources deemed reliable but the accuracy of which Spelman Johnson cannot guarantee. The information provided in background and reference reports is based on a variety of data available for such purposes; however, this does not warrant that all sources of information are represented.

Screening methodology – internal and external

Spelman Johnson’s screening process is extremely thorough, utilizing both internal and external methods and tools to extensively vet candidates throughout the search process. Beginning with introductory interviews, where our search consultants discuss and examine at length each career decision made by the candidate, through reference checking and background checks done by an external vendor, a candidate’s history is carefully reviewed. Frequently, a media check during those background investigations will yield news articles revealing a controversy involving a candidate which is then thoroughly probed to determine the candidate’s involvement.

Salary comparisons

As a courtesy to client institutions that engage Spelman Johnson, we are happy to conduct a survey of comparable institutions and relevant positions to gather updated compensation data for use in calibrating appropriate salary ranges at the outset of any search. Drawing on our robust network of professionals throughout higher education, we are equipped to readily reach out to conduct confidential conversations designed to collect this information and can compare and analyze that against internal institutional data, as well as national norms as reported by professional associations in which our consultants play an active role.

Timeline

Action	Estimated Date/Timeline
Initial conversations with key individuals involved in the search process can take place via telephone, e.g., gaining agreement regarding dates for initial in-person meetings, preparation and initial information gathering in support of the first in-person meetings, etc.	Days 1 - 3
Initial in-person meeting(s) held with key individuals and the search committee. Goals for these meetings include (1) outlining the search process in detail, (2) agreeing upon the timeline for the search, and (3) holding in-depth interviews with the stakeholders to outline the background, attributes, and qualifications necessary for success in this position. <i>Methodology Note:</i> Spelman Johnson encourages an inclusive process, and therefore our representatives would benefit from meeting with a variety of stakeholders in addition to the search committee and key staff.	Days 3-5 as needed

Action	Estimated Date/Timeline
Drafting of various documents including: <ul style="list-style-type: none"> • <i>Site Visit Report</i> –a summary document of the main themes from conversations with the key stakeholders; • <i>Complete Position Specification</i>—a document that details the history of the institution, challenges and opportunities inherent to the position, detailed responsibility overview, etc.; • <i>Marketing Plan</i>; • <i>Search Timeline</i>; • <i>Position Announcement</i>—the advertising copy developed about the position 	Days 5-15
Client approval of all documents listed above including formal acceptance and sign-off on marketing plan, associated expenses.	Day 16
Implementation of the marketing plan including: <ul style="list-style-type: none"> • Placement of advertisements • Placement of notices on appropriate websites • Preparation and implementation of direct recruitment of professionals • Outline of outreach to the appropriate professionals, campus leadership, etc. 	Days 17-18
Prospect development phase: during this phase, Spelman Johnson staff members perform personal outreach to individuals.	Days 19-48
Preparation of introductory prospect reports for the search committee as prepared by the Spelman Johnson search consultant.	Days 49 - 54
Submission of the initial pool of prospects to the search committee.	Day 55
Search committee meets with Spelman Johnson to screen/discuss prospect qualifications.	Day 58
Semi-finalist interviews by the search committee.	Days 59-67
Search committee meets to screen and discuss initial interview results and determine campus finalist candidates.	Day 68
Spelman Johnson performs further formal and informal reference checks and formal background checks on finalist candidates.	Days 69-79
Finalist candidates visit with campus leadership for final interviews.	Days 80-85
If necessary, additional visits are scheduled for the finalists with search committee, etc.	Days 86-88
Client negotiates offer with the successful candidate.	Days 88-90

Compliance with the Final Rule for Section 503 of the Rehabilitation Act

It is the policy and practice of Spelman Johnson not to discriminate against any individual because of the individual's race, age, color, religious creed, gender, marital status, national origin, ancestry, present or past history of mental, emotional, learning, or physical disability, sexual preference, orientation, or transgender status, except where any of the above is a bona fide occupational qualification or need.

This policy and practice applies to all persons, particularly those who are members of the protected classes identified as being African Americans, Hispanics, Asian Americans, American Indians, Women, Veteran status, and the Disabled.

Tab 6 Financial Proposal

Our fee is calculated as a one-third percentage of the estimated salary for the position, with the final fee adjusted to the first year’s salary of the successful placement. In addition to our fee, we charge for direct expenses including advertising, travel, and background investigations, as well as a one-time \$2,600 administrative charge applied to the first invoice to cover expenses such as telephone, communications, postage, technology support, and other indirect expenses. There are no additional fees for incentive arrangements, signing bonuses, other types of supplemental compensation, or for non-cash compensation. We would consider a fixed fee arrangement, assuming that the final compensation provided to the successful candidate is at least \$95,000.

	\$95,001 -	\$125,000 -	\$150,000 -	\$175,000 -	\$200,000 & Above
	\$124,999	\$149,999	\$174,999	\$199,999	
Administrative/Business/Executive					
Presidents	33%	32%	31%	30%	29%
Chancellors, Provosts, Associates and Assistants	33%	32%	31%	30%	29%
Directors and Non-Academics	33%	32%	31%	30%	29%
Information Technology	33%	32%	31%	30%	29%
Financial/Budget & Miscellaneous Administrative	33%	32%	31%	30%	29%

Expenses related to the search are not included in the fees outlined above. Expenses related to a search include advertising, travel, and background investigations. These expenses can be highly variable and are often subject to the client’s specific needs and budget as defined by the process chosen. For example, airfares can be kept low if search committee meetings and interviews can be scheduled well in advance; marketing expenses can range widely depending on the print vehicles utilized (large metropolitan newspapers are exceedingly expensive, etc.). Spelman Johnson can assist a client in minimizing expenses using a number of strategies including having the institution use its own accounts/memberships to place advertising or arrange travel. Often, an institution’s own Human Resources department may prefer to handle background check investigations.

ITEM	DESCRIPTION OF SERVICES	COSTS (ESTIMATED)
Site Visit and Needs Assessment including in-person meetings	<ul style="list-style-type: none"> • Round trip airfare to campus for one Spelman Johnson consultant (one-week advance purchase), hotel for one Spelman Johnson consultant, meals, and parking, taxis, etc. • Spelman Johnson consultants will make minimally two trips to campus—however, Spelman Johnson will travel to campus as many times as the client institution requires. 	\$1,200.00 <i>per consultant per trip to campus</i>
Documents and Action Plan including Marketing Plan	A marketing plan will be developed in conjunction with the institution however, these are typical advertising vehicles for most searches and not all are necessary: <ul style="list-style-type: none"> • <i>Chronicle of Higher Education</i> (online) • <i>Diverse: Issues in Higher Education</i> (online is less expensive) • <i>Hispanic Outlook in Higher Education</i> (online is less expensive) • Internet marketing 	\$385.00 \$250.00 \$195.00 \$3,700.00
Semi-finalist Interviews	<p><i>Methodology Note:</i> This stage of the search process is quite variable and is greatly dependent on decisions made by the search committee. In brief, telephone interviews performed with Spelman Johnson staff are included in our overall fee; however, should the committee chose to conduct “airport interviews” that require travel, we offer the following estimates:</p> <ul style="list-style-type: none"> • Round trip airfare to campus for one Spelman Johnson consultant (one-week advance purchase), hotel for one Spelman Johnson consultant, two nights, meals and parking, taxis, etc. • Round trip candidate travel including airfare to campus (one-week advance purchase), hotel meals and parking, taxis, etc. <p>Cost Note: The cost of these interviews is dependent upon the location and total number of candidates to be interviewed. Cost estimate is per candidate, and assumes one hotel night, and seven (7) day advance airline ticket purchase, plus incidentals such as taxis and parking.</p>	\$1,200 <i>per consultant</i> \$1,200 <i>per candidate</i>
Finalist Interviews	Same as above and depends greatly on location of candidate, advance purchase of airline tickets, etc.	\$1,200

ITEM	DESCRIPTION OF SERVICES	COSTS (ESTIMATED)
		<i>per candidate</i>
Referencing & Background Investigations of Finalists	<i>Cost Note:</i> The cost of formal background checks is dependent upon the depth and scale of the check required and the number of candidates on whom we conduct an investigation. This cost estimate minimally includes verification of identity, degrees attained and employment, as well as a public records check for criminal and civil records, and check against most-wanted and watch lists. A credit check is also conducted. Costs vary widely as they are dictated by the number of former employers, home addresses, and other complexities.	\$600-\$1200 <i>per candidate</i>

Fee structure and terms

Search Conclusion Guarantee: SJG will work with the institution until a successful hire is made or the search concludes in another fashion as negotiated by the institution and SJG (pursuant to the cancellation clause below).

Retention Guarantee: should the successful candidate voluntarily withdraw or be terminated for cause within twelve (12) months of the date of his/her acceptance of employment, SJG will redo the search for a replacement candidate waiving our fee and billing only for expenses and the one-time administrative expense charge associated with reopening the search, as long as the institution has no outstanding financial obligations to SJG. The institution must notify SJG within sixty (60) days of the departure of the hired candidate should they wish to retain SJG under the conditions of this clause.

In a situation with multiple concurrent searches, economies of scale can be achieved and Spelman Johnson can waive our administrative fee, while remaining open to negotiating a lower fee or “bundling” searches for the same department.

How the University will be charged

The contract fee is invoiced in installments, with three equal installments invoiced based upon the estimated salary for the position, and a final fourth installment invoice adjusted to the actual, final salary. The first invoice is sent at the start of the search and the second and third fee installments are billed in thirty day intervals thereafter that correlate to specific milestones in the search process. Any adjustment to the total fee, based upon a salary different than the one

estimated for billing purposes, will be reflected in the final invoice. Spelman Johnson does not charge late fees.

Payment terms

Spelman Johnson renders invoices with terms of net due; however, we do not charge late fees. Spelman Johnson does not accept electronic payments.

Any other fees

Not applicable

SUBMIT RESPONSE TO:

FLORIDA INTERNATIONAL UNIVERSITY

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

INVITATION TO NEGOTIATE COVER DOCUMENT

(“Solicitation”)

ITN No. 56-001

RESPONSE OPENING (Date and Time):

December 17, 2015 @ 2:00PM EST

SOLICITATION TITLE:

Search Firms

Please refer to the above address for Response opening location

POSTING OF BID TABULATION AND NOTICES

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

PURCHASING REPRESENTATIVE

Chandra Nix, Procurement Manager

VENDOR'S LEGAL NAME

The Spelman & Johnson Group

VENDOR'S MAILING ADDRESS

3 Chapman Avenue

VENDOR'S CITY, STATE, ZIP

Easthampton, MA 01027

VENDOR'S WEB ADDRESS

spelmandjohnson.com

VENDOR'S E-MAIL ADDRESS

jds@spelmandjohnson.com

VENDOR'S FACSIMILE

413-527-6881

VENDOR'S TELEPHONE NUMBER

413-529-2895

VENDOR'S TOLL FREE NUMBER

800-827-6208

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

AUTHORIZED SIGNATURE (MANUAL)

Ellen T. Heffernan

PRINT NAME AND TITLE

December 15, 2015

DATE SIGNED

Tab 8 - Alternate Brands or Equivalent Products
Not applicable

Tab 9 - Information regarding subcontractors
Not applicable

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, The Spelman & Johnson Group

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

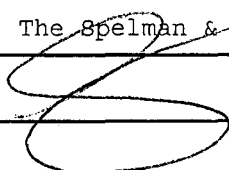
During the performance of this Contract, the Vendor agrees as follows:

- (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 The Spelman & Johnson Group
AUTHORIZED SIGNATURE 
TITLE President
DATE December 15, 2015

Tab 11 - If applicable, Appendix IV

Not applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2015

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

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

PRODUCER Brochu Insurance Agency 725 Grattan Street P.O. Box 58 Chicopee MA 01021	CONTACT NAME: Jeffrey Brochu PHONE (A/C No, Ext): (413) 536-3311 E-MAIL ADDRESS: jeff@brochuinsurance.com	FAX (A/C No): (413) 536-0900
	INSURER(S) AFFORDING COVERAGE	
INSURED The Spelman & Johnson Group 3 Chapman Ave Easthampton MA 01027	INSURER A: Travelers Property Casualty	
	INSURER B: Citation Insurance Company	
	INSURER C: Hartford Casualty Ins Co	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER: 2016REV	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			I-680-8956W531-PHX-15	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
B	AUTOMOBILE LIABILITY			RPL057	12/8/2015	12/8/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			04WECBP9078	5/1/2015	5/1/2016	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Executive Search Firm: Blanket Additional Insured (CG D2 48 08 05) This endorsement provides additional insured to any person or organization agreed to by written contract Coverage is primary and non contributory per Blanket endorsement (CG D2 48 08 05) section 3 A specific endorsement will not be included as the Blanked endorsement applies to all written contracts signed by the Insured.

CERTIFICATE HOLDER The Spelman & Johnson Group	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jeffrey Brochu/BIA003

Tab 13 - Vendor's Services and Warranties

Working with Spelman Johnson in a retained full search capacity provides the following benefits and/or guarantees:

- **Search Conclusion Guarantee:** Spelman Johnson will work with the institution until a successful hire is made or the search concludes in another fashion as negotiated by the institution and Spelman Johnson.
- **Retention Guarantee:** Should the successful candidate voluntarily withdraw or be terminated for cause within twelve (12) months of the date of his/her acceptance of employment, Spelman Johnson will redo the search for a replacement candidate waiving our fee and billing only for expenses and the one-time administrative charge associated with reopening the search.
- **Off-Limits Policy:** Spelman Johnson conducts searches based upon an exclusive relationship with its client institution, and as such, Spelman Johnson will not actively solicit potential applications from the hiring division of your institution for one calendar year from the date of your contract.
- **Privacy Process:** For each search we conduct, Spelman Johnson sets up password-protected access to candidate documents for the search committee's use during the search process.

Tab 14 - Disclosures

Not applicable

Tab 15- Additional information

Not applicable

Tab 16- Additional pertinent information

Mission Statement

Spelman Johnson provides search and consulting services in partnership with institutions of higher education. Our mission is to provide exceptional, ethical service to our clients in the search and consulting processes—identifying and recruiting talented leaders for our client institutions.

Vision Statement

Spelman Johnson provides outstanding search and consulting services to institutions of higher education based on three key principles—ethics, communication, and service. We strive for clear and direct communication with clients and candidates. We endeavor to make the best use of available resources in facilitating the smooth and efficient delivery of services, operations, and processes. We believe that every client and every candidate should expect nothing less than honest and ethical efforts, on their behalf, at every juncture of the search process.

Our Commitment to Diversity

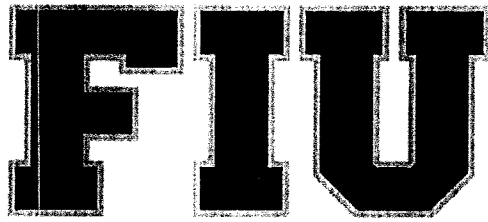
Our placements demonstrate a strong commitment to the advancement of underrepresented persons within the field of higher education. During our history, 52 percent of our searches have been completed with the hire of a female, and persons of color have been hired into 20 percent of our positions. Of the women we have placed throughout our history, 62 percent remain in their positions or have been promoted to higher positions within the client institution; 68 percent of the persons of color remain in their positions or have been promoted to higher positions within the client institution. We are committed to supporting the development of professionals of under-represented groups and to recruiting broad, deep, and diverse pools of applicants that reflect the diversity of our current student population.

Ethics

In accordance with the ethics of the executive search industry, Spelman Johnson makes an agreement with each client that clearly states the period during which we will not recruit professionals from the client institution or organization. In addition, as members of the National Academic of Executive Recruiters (NAER), we follow that organization's Code of Ethics. For more information, please see www.naer.org. Spelman Johnson is also a member of the American Council on Education Executive Search Roundtable. For more information, please see www.acenet.edu.

Questions, comments, and requests for further information can be addressed to:

Spelman Johnson – The Spelman & Johnson Group
3 Chapman Avenue
Easthampton, MA 01027
Toll Free: 800-827-6208
E-mail: info@spelmanandjohnson.com
www.spelmanandjohnson.com



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 The Spelman & Johnson Group

Address 3 Chapman Avenue, Easthampton, MA 01027

Telephone/Fax/Email 413-529-2895

Signature 

Form#PS008; CD04/03/07

EXHIBIT III

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

Suppliers Name:		Spelman & Johnson Group			Submitted by:				Signature:				Date:	
	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/P card Payment	University & College Aggregate Annual Spend Discount	Individual Aggregate Annual Spend Discount
FIU's/SUS Financial Proposal Request (BAFO)	Flat fee per tier not to exceed 28% of starting salary for salary ranges as follows:<\$150,000 salaries=\$35,000; \$150,000-\$249,999 salaries=\$50,000; >\$250,000=\$75,000. Other lower negotiated rate. Fee can be 28% and caps are acceptable but our minimum fee is \$33,000 so we will not go below that amount if a salary is lower than \$99,010	Flat \$1,500	Advertising; Videoconferencing; Candidate's travel; Consultant travel; all with receipts and no markup and with prior approval	If employee separates for any reason within 18 months, conduct another search at no cost except for direct expenses.	Fee will be cost incurred upon termination based on deliverables per payment terms.	Continue fully committed search efforts until search is completed at no additional fees.	If 2 concurrent searches by university, a 10% discount; 3 or more a 15% discount on professional fees. Ask for aggregate total spend discount.	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.	To clarify: For an internal hire that is not presented by the search firm and/or does not go through the search firm to be presented, we are asking to be charged only \$10,000 of the fee terms. Up to \$10,000 for position filled with candidate not presented by the firm.	1/3 upon signing agreement, 1/3 upon presentation of candidates, 1/3 when finalist accepts offer of employment.	no ACH/Credit card/SUA payments	Total of all Universities and Colleges aggregate spend exceeds \$500,000 a 1% discount and over \$1,000,000 an additional 1% discount for professional fees	University or College's individual total aggregate annual spend exceeds \$250,000 a 2% discount for professional fees
Supplier's Revised Financial Proposal				If employee separates for any reason within 12 months, conduct another search at no cost except for direct expenses.		Continue fully committed search efforts until search is completed, billing only for expenses.			If a candidate applies for a position that is not a search being conducted by Spelman Johnson, no fee will be charged.	All candidates who enter the search are considered part of the pool being built by Spelman Johnson.				

	Search Process	Candidate Evaluation	Search Updates	Interviews	Selection/Offer	Sunshine Laws/EEO/OFCCP Requirements	Candidate Experience	Background/ Reference Checks	Hard to Fill positions
FIU/SUS Service Level Proposal Requests	No additional information needed.	• Do you pre-screen candidates before presenting?	• How often and in what form are progress and status reports delivered?	• How does your firm assist the institution in scheduling interviews?	No additional information needed.	• How does your firm ensure adherence to Sunshine Laws? We are familiar with the Florida Sunshine laws and work closely with the institution and with candidates on what that means for the search. • Will the firm work with our application process? SJ will accept all applications on our system however we will work with the institution to include all information that the institution wishes to collect as well as work with Human Resources to determine what reporting is required and how to get that information into the institutions system. • How do you capture EEO demographic information? SJ captures all allowable EEO demographic information in the application process and is compliant with the Office of Federal Contractor Compliance Programs guidelines.	• What are the service level agreements to ensure a great candidate experience?	No additional information needed.	• What additional steps are taken to fill positions that are known to be hard to fill?
Supplier's Revised Service Level Proposal		Yes, the entire pool is reviewed and vetted; candidates that are presented to the search committee to review SJ has had conversations with and gathered a significant amount of additional information that is included with the candidate's resume and cover letter.	Progress reports are scheduled and delivered as the hiring authority and/or search chair require.	As part of our services, once SJ has the dates for the interviews (video, phone, airport, on-campus) from the institution we organize and schedule all travel, video, or phone interviews and provide all necessary information to our institutional contact.		We are familiar with the Florida Sunshine laws and work closely with the institution and with candidates on what that means for the search. SJ will accept all applications on our system however we will work with the institution to include all information that the institution wishes to collect as well as work with Human Resources to determine what reporting is required and how to get that information into the institutions system. SJ captures all allowable EEO demographic information in the application process and is compliant with the Office of Federal Contractor Compliance Programs guidelines.	We have very specific criteria for ensuring that the candidate experience is positive and productive--regardless of whether or not they are a final candidate including notifications at all phases of the process as to their status be it in writing or via direct phone communication; all applications are both acknowledged and regretted; all questions are answered by the search consultant who is leading the search; and, all candidates are provided with significant amounts of data and information about the position and the institution. Our minimum is two hours and our maximum is 24 hours.		Generally, we will know if searches are hard to fill at the start of the search and will work with the hiring authority and Human Resources to review job descriptions to determine if there are barriers to application; SJ has knowledge of significant professional areas within higher education so we are able to provide realistic information about how big the pool will be, how much salary or location will impact the pool, and will assist the institution in developing requirements that are inclusive in an effort to enable SJ to build a broad, deep, and diverse pool of 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.