

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 **MYERS MCRAE, INC.**, a **GEORGIA** corporation, whose address is 515 Mulberry Street, Suite 200, Macon, Georgia 31201, who is authorized to do business in the State of Florida (the "Contractor").

## RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notices to Contractor:**

Emily Parker Myers  
CEO  
Myers McRae, Inc.  
515 Mulberry Street, Suite 200  
Macon, Georgia 31201

With copy to:  
Alan G. Medders, President  
515 Mulberry Street, Suite 200  
Macon, Georgia 31201

**Notices to FIU:**

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

With copy to:

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

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

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

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

22. **Clarifications/negotiated points (if any) are:** Please see the exceptions to 4.3 of Competitive Solicitation for ITN #56-001, attached hereto as Exhibit I.

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**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:

MYERS MCRAE, INC

BY:



Emily Parker Myers, Chief Executive Officer

NAME & TITLE:

DATE:

July 7, 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:

  
Heidi Appleman  
Associate Vice President

Date: 6-21-16

<b>SUBMIT RESPONSE TO:</b>  <b>FLORIDA INTERNATIONAL UNIVERSITY</b> <b>PURCHASING SERVICES</b> <b>MODESTO A. MAIDIQUE CAMPUS</b> <b>11200 SW 8<sup>th</sup> Street</b> <b>CAMPUS SUPPORT COMPLEX – CSC 411</b> <b>MIAMI, FL 33199</b> <b>(305) 348-2161</b>	<b>INVITATION TO NEGOTIATE COVER DOCUMENT</b>  (“Solicitation”)  ITN No. 56-001
<b>RESPONSE OPENING (Date and Time):</b> December 17, 2015 @ 2:00PM EST	<b>SOLICITATION TITLE:</b> <i>Search Firms</i>
<p align="center"><b>Please refer to the above address for Response opening location</b></p> <p align="center"><b>POSTING OF BID TABULATION AND NOTICES</b></p> <p>The bid tabulation and notices of a decision or intended decision and recommended award related to this Competitive Solicitation will be posted at the Florida International University Purchasing website- <a href="http://finance.fiu.edu/purchasing">http://finance.fiu.edu/purchasing</a> and will remain posted for a period of 72 hours. Failure to file a protest in accordance with Florida Board of Governors' ("BOG") regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003, shall constitute a waiver of protest proceedings.</p>	
<b>PURCHASING REPRESENTATIVE</b>	<i>Chandra Nix, Procurement Manager</i>
<b>VENDOR'S LEGAL NAME</b>	
<b>VENDOR'S MAILING ADDRESS</b>	
<b>VENDOR'S CITY, STATE, ZIP</b>	
<b>VENDOR'S WEB ADDRESS</b>	
<b>VENDOR'S E-MAIL ADDRESS</b>	
<b>VENDOR'S FACSIMILE</b>	
<b>VENDOR'S TELEPHONE NUMBER</b>	
<b>VENDOR'S TOLL FREE NUMBER</b>	
<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/> <b>AUTHORIZED SIGNATURE (MANUAL)</b>  <hr/> <b>PRINT NAME AND TITLE</b>  <hr/> <b>DATE SIGNED</b>	



**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 <a href="mailto:nixc@fiu.edu">nixc@fiu.edu</a> before 2:00 pm (" <b>Inquiry Deadline Date</b> ").
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. (" <b>Solicitation Response Due Date</b> ") and solicitation response opening at 2:00 p.m. (Note: Any solicitation responses received after the Solicitation Response Due Date and time shall be deemed non-responsive.)

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

<b><u>Search Categories</u></b>
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](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
<b>Evaluation of Solicitation Responses Point Total</b>	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. 8<sup>th</sup> Street  
MIAMI, FLORIDA 33199  
**EMAIL: [NIXC@FIU.EDU](mailto: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](mailto: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. 8<sup>th</sup> 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 <i>(minimum)</i>
Workers’ Compensation	Statutory Limits

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

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

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

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

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

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

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

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

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

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

## **5.2 Workers' Compensation**

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

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

### **5.3 Software Warranty and Back up**

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

### **5.4 Services and Warranty**

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

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

### **5.5 Safety**

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

### **5.6 Compliance With Laws and Regulations**

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

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

## **5.7 Public Records Laws; Trade Secrets Certification.**

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

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

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

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

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

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

## **5.8 Parking**

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

## **5.9 Public Entity Crimes**

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

## **5.10 Waiver of Rights and Breaches**

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

## **5.11 Conflict of Interest**

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

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

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

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

### **5.12 Covenant Against Commissions, or Brokerage and Contingent Fees**

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

### **5.13 Use of Contract by Other Governmental Agencies**

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

### **5.14 Disposition of Solicitation Responses**

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

### **5.15 Licensing Requirements**

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

### **5.16 Subcontractors**

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

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

### **5.17 Small Business Minority Enterprise (SBME) Reporting**

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

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

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

### **5.18 Equal Opportunity Statement**

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

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

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

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

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

#### **5.19 Vendor's Employment of Unauthorized Aliens**

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

## APPENDIX I

### CONDITIONS AND REQUIREMENTS

#### SUPPLEMENTAL SOLICITATION RESPONSE SHEET

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

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

<b><u>SECTION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>VENDOR INITIAL</u></b>
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	_____	_____	_____

<b><u>SECTION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>VENDOR INITIAL</u></b>
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.	_____	_____	_____

<b><u>SECTION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>VENDOR INITIAL</u></b>
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](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:**

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**Notices to FIU:**

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

**With copy to:**

Florida International University  
Office of the General Counsel  
Modesto A. Maidique Campus  
11200 S.W. 8<sup>th</sup> 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.

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**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:

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\_\_\_\_\_  
BY:

\_\_\_\_\_  
NAME & TITLE:

\_\_\_\_\_  
DATE:

FOR **FIU**:

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**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: \_\_\_\_\_.

## APPENDIX V

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 8<sup>th</sup> Street, \_\_\_\_\_  
Miami, Florida 33199  
Attention: \_\_\_\_\_

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

**FOR THE CONTRACTOR:**

**(CONTRACTOR'S NAME)**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR FIU:**

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: FIU Attorney

Date: \_\_\_\_\_



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](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 –

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

### **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.

## MYERS MCRAE EXECUTIVE SEARCH AND CONSULTING

CORPORATE HEADQUARTERS  
515 MULBERRY STREET, SUITE 200 • MACON, GEORGIA • 31201  
478-330-6222 (PHONE) • 478-330-5611 (FAX)  
WWW.MYERSMCRAE.COM

# Executive Search Proposal for Florida International University Search Firm Services

ITN No. 56-001

Due Date and Time : December 17, 2015 at 2:00 p.m.

**MYERSMCRAE**  
A NATIONAL HIGHER EDUCATION  
SEARCH FIRM

MACON, GEORGIA + NASHVILLE, TENNESSEE

December 15, 2015

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

Dear Ms. Nix:

We will be pleased to assist in identifying and recruiting key candidates for Florida International University. Over the last three decades, Myers McRae has built a national reputation for excellence, consistently identifying and recruiting some of the most talented academic, administrative, and fundraising leaders in higher education.

### ***Our Senior Executive Search Experience***

We have conducted numerous searches for senior-level administrators for public and private universities and colleges across the nation, including the University of Georgia, the University of Tennessee, the University of Montana Western, Lake-Sumter State College (Florida), Middle Georgia State University, Pasco-Hernando State College (Florida), Gustavus Adolphus College (Minnesota), University of Tennessee Health Science Center, William Paterson University of New Jersey, Northwest Missouri State University, The Citadel (South Carolina), the University of Southern Mississippi, Columbus State University (Georgia), Concordia College (Minnesota), Florida Gulf Coast University, Valdosta State University (Georgia), Washington State University Tri-Cities, and many more.

### ***A Search Firm of Choice***

Myers McRae has achieved national recognition for its work in higher education executive search. After a recent nationwide search, Myers McRae was selected by the *University of Tennessee System* as one of only two firms conducting all searches for their System and member institutions for the next five years. Myers McRae was also selected by the Board of Regents for the *University System of Georgia* to be part of a small select group of national search firms approved to conduct presidential searches in the Georgia System. Additionally, our firm was chosen to be part of select groups of national search firms approved to conduct searches for the state of Montana, the North Dakota University System, the Pennsylvania State System of Higher Education, and the Portland State University System. Over the past 24 months, we have conducted more than 100 academic searches in 23 states. Our firm is experienced and will produce candidates using proven identification and recruitment methods.

### ***Our Careers in Higher Education***

A hallmark of Myers McRae is our understanding of and experience serving in universities and colleges. Before coming to Myers McRae, I served for more than 30 years as Senior Vice

President at a comprehensive university in Georgia with an enrollment of more than 8,500 across 12 schools and colleges. Our firm's Executive Vice President and COO, Kenny Daugherty, served more than two decades as an administrator in public and private institutions, including 10 years with the University of Alabama.

*Our years of service in higher education and the breadth of our searches across the nation have helped us build a strong database of prospects and given us insight to evaluate candidates at a more detailed level and provide knowledgeable counsel.*

### ***Our Prospect Database***

Our firm has a comprehensive 80,000-prospect database that includes the academic and administrative leadership of colleges and universities, educational agencies, not-for-profit organizations, and business corporations. This information is updated annually to assure that our data remains current and comprehensive; we believe that our database is the best in the industry. This resource will enable us to provide you with a broader and deeper range of candidates from which to select in a timely manner.

To complement the strength of our database, we specialize in identifying candidates who may not be seeking a new position and consequently would not respond to advertisements or Internet searches. These undiscovered prospects enrich the quality of the candidate pool.

### ***Our Technology***

Myers McRae utilizes technology to make each search process effective and efficient. All candidate application materials are stored on a password-protected database to which search committee members have instant and secure access 24 hours a day/seven days a week via an Internet connection.

I believe our knowledge and experience will help in the identification of leaders who will be successful serving Florida International University and will enable your searches to be completed expeditiously. If you need more information, contact me at (478) 330-6222 (office) or (478) 747-6432 (cell).

Sincerely,



Emily Parker Myers, President and CEO

cc: Kenny Daugherty, Executive Vice President and COO

## **TAB 1 – Appendix I**

Completed Appendix I forms are provided on the following pages.

## APPENDIX I

### CONDITIONS AND REQUIREMENTS

#### SUPPLEMENTAL SOLICITATION RESPONSE SHEET

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

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

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

X (see additional information on page following this form)

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

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

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

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

**VENDOR COMPANY NAME**

Myers McRae, Inc.

**AUTHORIZED SIGNATURE**

*Emily I. Myers*

**TITLE** President and CEO

**DATE** December 15, 2015

### **Explanation of Disagreement with Condition in Section 4.3 (Non-Compete) and Proposed Alternative Language**

Myers McRae has multiple consultants who may conduct a search independent of another consultant. It is not viable for our firm to agree not to accept another executive search that may be similar in nature to a search currently underway with Florida International University, especially if it would be assigned to a different consultant.

However, we will agree that the assigned lead consultant conducting a search at Florida International University will not be assigned as lead consultant in another search that is similar in nature to the current at Florida International University.

The Proposed Alternative Language:

*No Myers McRae Lead Consultant assigned to a search at Florida International University shall be assigned as Lead Consultant to a similar executive-level search with another major public research university or land-grant institution for a period of three (3) months after signing the addendum to begin the search for Florida International University.*

## TAB 2 – Contact Information

### Individuals Responsible for Myers McRae's Proposal and Negotiation

Emily Parker Myers, President and CEO  
Myers McRae, Inc.  
515 Mulberry Street, Suite 200  
Macon, Georgia 31201  
Email Address: EmilyMyers@MyersMcRae.com  
Office Phone: 478-330-6222  
Cell Phone: 478-747-6432

Alan G. Medders, President-Elect  
Myers McRae, Inc.  
515 Mulberry Street, Suite 200  
Macon, Georgia 31201  
Email Address: AlanMedders@MyersMcRae.com  
Office Phone: 478-330-6222  
Cell Phone: 256-436-3600

*On February 1, 2016, Alan G. Medders, Ph.D., will become President of Myers McRae. Emily Myers will continue to serve fulltime as Chief Executive Officer and Consultant.*

### Individual Who Should Receive Notices Related to Contract

Emily Parker Myers, President and CEO  
*Contact Information: See above*

## **TAB 3 – Corporate Governance Documents**

*The completed W-9 form, vendor application submission acceptance form, and Certificate of Existence (Good Standing) are provided on the following pages.*

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Myers McRae, Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor    ☐ C Corporation    ☒ S Corporation    ☐ Partnership    ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_
- ☐ Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting  
code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)

**515 Mulberry Street, Suite 200**

City, state, and ZIP code

**Macon, GA 31201**

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Employer identification number

5	6	-	0	9	4	1	0	8	3
---	---	---	---	---	---	---	---	---	---

## 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 ▶

*[Signature]*

Date ▶

*12/10/15*

## General Instructions

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

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

## Purpose of Form

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

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

- 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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

From: fin-panthersoft@fiu.edu  
Subject: Your recent Supplier Registration  
Date: December 11, 2015 at 4:47 PM  
To: huntergodsey@myersmcrac.com

Your supplier registration application, registration ID 0000000860 has been accepted.

The following Supplier ID and logon account have been created for you.

Supplier Name: Myers McRae, Inc.  
Supplier ID: 0000039656

If you have any questions or feedback regarding your registration ID 0000000860, please contact Purchasing Services by emailing [procure@fiu.edu](mailto:procure@fiu.edu).

Thank you.  
FIU Purchasing Services.

# STATE OF GEORGIA

## Secretary of State

Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

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

**MYERS MCRAE, INC.**

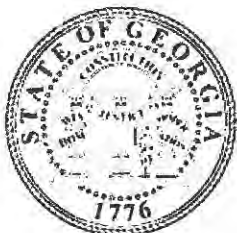
**a Domestic Profit Corporation**

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

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

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

Docket Number	: 12201086
Date Inc/Auth/Filed	: 04/23/2009
Jurisdiction	: Georgia
Print Date	: 10/30/2015
Form Number	: 211



*B. P. Kemp*

Brian P. Kemp  
Secretary of State

## **TAB 4 – Vendor Experience and Qualifications**

**a. Company Established: 1969\**

- b. Firm History:** Myers McRae is a duly registered corporation in the state of Georgia. Originally incorporated in 1969 in North Carolina as Jon McRae & Associates to serve a wide variety of executive search needs, the firm changed its focus to service primarily for institutions of higher education in 1984. In 2009, the firm expanded and was renamed to Myers McRae Executive Search under the leadership of Emily Parker Myers as President and CEO. The principal office was relocated to the city of Macon just south of Atlanta's international airport.

**Headquarters**

515 Mulberry Street, Suite 200  
Macon, Georgia 31201  
478.330.6222 (office)  
478.330.5611 (fax)  
[www.MyersMcRae.com](http://www.MyersMcRae.com)

**Satellite Office**

321 Billingsly Court, Suite 11  
Franklin, Tennessee 37067  
478.747.0528 (phone)

**Principals**

President & CEO: Emily Parker Myers, President & CEO  
Executive Vice President & COO: Kenny Daugherty  
Chairman of the Board: R. Kirby Godsey

**c. President/Company Executive Officer: Emily Parker Myers**

- d.** For decades, Myers McRae has provided the highest caliber of service and experience in executive searches for institutions of higher education, focusing primarily on the recruitment of presidents, vice presidents, fundraisers, and other senior academic leaders.

A hallmark of Myers McRae is our understanding of and experience serving in universities and colleges. All of Myers McRae senior officers and consultants have served as senior administrators in public and private higher education institutions—three of them as a university or college president. Before coming to Myers McRae, the firm's President and CEO, Emily P. Myers, served for 30-plus years as Senior Vice President for University Advancement and External Relations at a comprehensive university in Georgia with an enrollment of more than 8,500 across 12 schools and colleges. The firm's Executive Vice President and COO, Kenny Daugherty, served more than two decades as an administrator in public and private institutions, including 10 years with the University of Alabama.

*Our years of service in higher education and the breadth of our searches across the nation have helped us build a strong database of prospects and given us insight to evaluate candidates at a more detailed level and provide knowledgeable counsel.*

### **Myers McRae Search Expertise within Higher Education**

- President/Chancellor
- Vice President/Provost
- Dean
- Advancement/Development/Fundraising/Foundation
- Financial/Business/Controller
- Business/Finance/Accounting
- Public Relations/Marketing/Communications
- Arts and Sciences
- Nursing
- Education
- Academic Affairs
- Human Resources
- Legal
- Athletics
- Registrar

#### **e. Senior Professionals**

The Lead Consultant for each search has the primary responsibility and final authority over decisions made in the search of candidates. Consultants for Myers McRae follow:

**Emily Parker Myers** has served as President and Chief Executive Officer of Myers McRae since 2008. Known for her commitment to excellence, she brings extensive firsthand knowledge and experience in higher education administration and executive searches as well as an exceptional record in successful fundraising campaigns.



For the majority of her career, she served as Senior Vice President of University Advancement and External Affairs at Mercer University. During her leadership in University Advancement, Mercer received more than \$1 billion in private gifts, grants, and state allocations. She has been nationally recognized for her fundraising and leadership accomplishments. In recognition of her profound and enduring influence on the university, Mercer Board of Trustees voted to name the new admissions and welcome center in her honor in 2012.

Ms. Myers has conducted or assisted with hundreds senior-level searches for academic institutions, a sample of which includes The University of Georgia, The University of Alabama, The University of Tennessee, Washington State University Tri-Cities, Middle Georgia State University, Valdosta State University, University of Texas Health Science Center San Antonio, Georgia Gwinnett College, Florida Gulf Coast University, Florida SouthWestern State College, Palm Beach State College, Pasco-Hernando State College, Lake-Sumter State College, Gustavus Adolphus College, Northwest Missouri State University, The University of Montana Western, The University of New Mexico Foundation, William Paterson University of New Jersey, University of Tennessee Health Science Center, Seton Hall University, Washington State University, New Mexico State

University, Azusa Pacific University, Carson-Newman College, Columbus State University, The Citadel (The Military College of South Carolina), University of Southern Mississippi, Fort Valley State University, Paine College, Savannah State University, Schreiner University, University of South Carolina Beaufort, and Whittier College, among others.

**Kenny Daugherty** has served as Executive Vice President and Chief Operating Officer for Myers McRae since 2008. Identifying and attracting highly qualified, undeclared candidates is his specialty.



Mr. Daugherty has conducted numerous presidential and senior academic searches for public and private institutions, including Northwest Missouri State University, Notre Dame College, The University of Montana Western, McDaniel College, Oakwood University, Alabama Community College System, the University of Southern Mississippi, the University of Texas Health Science Center San Antonio, University of Tennessee Knoxville, University of Tennessee Chattanooga, Kentucky Wesleyan College, Newberry College, Alabama Community College System, Pierpont Community and Technical College, Wichita Area Technical College, the Georgia Independent College Association, Azusa Pacific University, Carson-Newman College, Columbus State University, The Citadel, Fort Valley State University, Edison State College, Georgian Court University, Hendrix College, Lincoln Memorial University, Glenville State College, LeTourneau University, Mid-Continent University, Paine College, Piedmont College, Savannah State University, Schreiner University, Whittier College, University of South Carolina Beaufort, and Young Harris College.

Mr. Daugherty brings to his searches extensive knowledge and understanding of higher education administration, having served 22 years in public and independent institutions. Throughout his career in higher education, he had personnel responsibilities and served on numerous search committees for professional staff and administrators for the institution. Additionally, he had a major role in recruiting volunteer leadership and major contributors for Mercer University as a senior administrator in University Advancement.

Prior to joining Mercer, he served 10 years at the University of Alabama, where he worked in the area of Student Affairs. He was responsible for student services within Housing and served as a judicial officer for the university.

**David M. Gring, Ph.D.**, serves as Senior Vice President of Myers McRae. He brings more than three decades of higher education administrative experience and knowledge to the searches he conducts. He is President Emeritus of Roanoke College in Virginia, where he served with distinction for 15 years. During his presidential tenure, 1989-2004, the undergraduate enrollment at the college increased 22 percent and the endowment grew from \$25 million to nearly \$100 million.



The college's reputation in the academic world grew substantially under his leadership. Formerly listed among "Best Regional Colleges in the South" in *U.S. News & World Report*, Roanoke in 2003 climbed to the list of "Best National Liberal Arts Colleges." In 2004, Dr. Gring successfully completed a 50-year quest of the college when Roanoke was granted a chapter of the Phi Beta Kappa national honor society, one of only 270 colleges in the nation at that time.

Prior higher education appointments he held include Assistant Dean, Associate Dean, and Vice President for Academic Affairs at Concordia College-Moorhead, Minnesota, and a faculty position in biology at Lebanon Valley College, Annville, Pennsylvania.

Dr. Gring served on the boards of The Council of Independent Colleges and the Virginia Foundation for Independent Colleges, and was a member of the Council of College Presidents of the Evangelical Lutheran Church in America. He is currently on the Board of Regents of Concordia College-Moorhead and the Board of Directors of Jefferson College of Health Sciences in Roanoke, Virginia. He has served as a governance consultant to numerous nonprofit organizations.

A native of Reading, Pennsylvania, Dr. Gring is a Phi Beta Kappa graduate of Franklin and Marshall College, with a Bachelor of Arts degree in Biology. He holds a master's degree and a Ph.D. degree with a concentration in Zoology – Genetics from Indiana University-Bloomington.

**Alan G. Medders, Ph.D.**, President-*elect*, joins Myers McRae as President effective February 2016. Having worked in private and public higher education, he brings over 25 years of experience and a successful career in higher education and foundation administration, fundraising, planned giving, marketing, communication and fiduciary and asset management. During his professional career, he has served on and chaired numerous search committees for coaches, athletic directors, faculty, development and foundation personnel, academic and division directors, deans, vice presidents and provosts.



Most recently, he served at Columbus State University, Georgia as Vice President for University Advancement and Executive Director of the CSU Foundation. During his tenure at Columbus State University, annual fundraising grew from \$5 million to over \$33.5 million, including the CSU (Annual) Fund growing from \$2.9 million to \$6.5 million. He led the institution in planning and launching a \$100 million comprehensive campaign, of which over \$75 million has been secured, and endowment assets grew from \$35 million to over \$50 million. Throughout his higher education and foundation career, he has helped secure over \$250 million in private gifts, foundation grants, and state and federal grants and allocations.

Dr. Medders holds a Bachelor of Arts degree from Samford University, a master's degree from the Southern Baptist Theological Seminary, and a Ph.D. in Higher Education Administration from the University of Tennessee. In addition, he served as Vice President for University Advancement at the University of North Alabama and Executive Director of the UNA Foundation and Vice President of Development at Campbellsville University.

**Sam Hart**, Consultant, is the Executive Director of the Middle Georgia Center for Academic Excellence, Inc. The Center operates two Educational Talent Search Programs and an Upward Bound Program. These programs identify and assist individuals who have the potential to succeed in college or technical school, but lack the economic, familial, or community support needed to do so.



Mr. Hart enjoyed an extensive career in higher education at Mercer University, serving as Associate Dean of Student Affairs, Director of Minority Affairs, Director of Judicial Affairs, and Director of TRIO Programs, which included Upward Bound, Student Support Services, and an Educational Opportunity Center.

Past Chairman of Bibb County Board of Commission, Mr. Hart is a recognized leader in Middle Georgia and across the Southeast. He is the Founder and Vice President of 100 Black Men of Macon/Middle Georgia; former President of the Council for Opportunity in Education, which represents more than 1,000 colleges, universities, and educational agencies; past Chairman of the Board of Directors for Alpha Phi Alpha Educational Talent Search; and Co-Chair for Emerging Leaders for TRIO Programs in eight southern states.

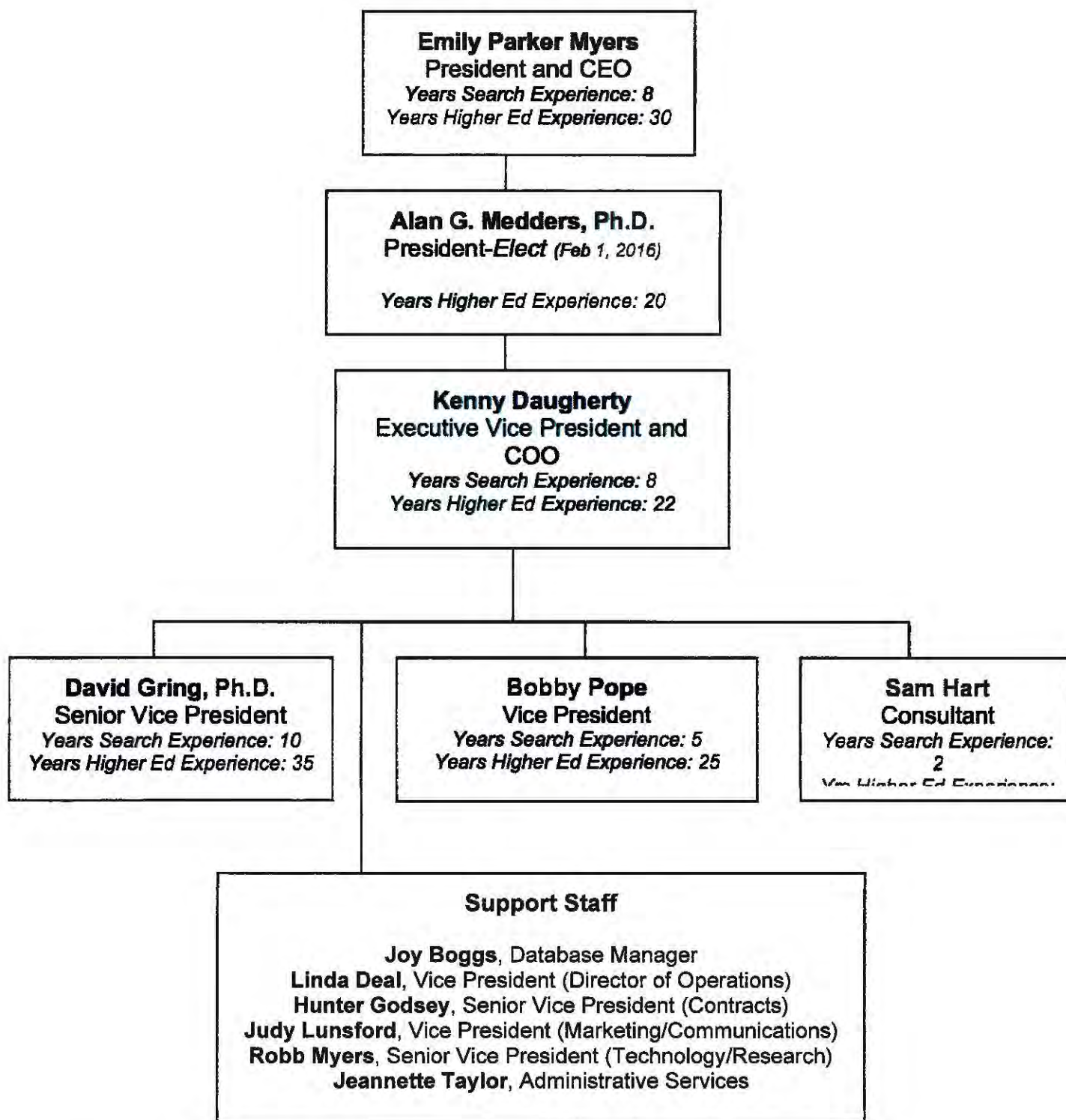
**Bobby Pope**, Vice President, brings tremendous knowledge and experience in collegiate athletics. He served 21 years as Director of Athletics at Mercer University. During Mr. Pope's distinguished tenure at Mercer, he was well known for his commitment to student-athletes succeeding in the classroom as well as in their sport. He served two years as president of the Atlantic Sun Conference and was a member of numerous committees, including the Executive Committee and Peer Review Committee. Currently, he is the Executive Director of the Georgia Sports Hall of Fame, working with coaches, athletes, and trainers across the state and the nation. He is a graduate of Georgia College.



**John E. Trainer, Jr., Ph.D.**, Consultant, served as President and Head of School of The Bolles School in Jacksonville, Florida, for 20 years. In its August 2009 issue, *Jacksonville Magazine's* 904 named him to its annual listing of the city's "50 Most Influential People," citing Dr. Trainer's outstanding leadership at the independent school and in the community. He has an extensive background in independent education. Prior to his appointment at Bolles, he served seven years as President of the Georgia Foundation of Independent Colleges. From 1984 to 1994, he was President of Lenior-Rhyne College in North Carolina, a faith-based, independent college of 1,600 students. With a bachelor's degree in biology from Muhlenberg College in Allentown, Pennsylvania, he earned a master's degree in biology from Wake Forest University in Winston-Salem, North Carolina, and a doctorate in zoology from the University of Oklahoma in Norman.



**f. Organizational Chart**



On February 1, 2016, Alan G. Medders, Ph.D., will become President of Myers McRae. Emily Myers will continue to serve fulltime as Chief Executive Officer and Consultant.

**g. References** (dates of search closure provided in parentheses)

**Columbus State University**

4225 University Avenue, Columbus, Georgia 31907

- **Tom Hackett, Ed.D.**, Provost and Vice President for Academic Affairs  
Hackett\_Tom@columbusstate.edu, (706) 507-8968

Searches: Vice President for University Advancement and Executive Director  
of the CSU Foundation (Feb 2012)  
Director of the Schwob School of Music (Mar 2013)  
Managing Director of Business and Leadership Development at the  
Cunningham Center (Aug 2013)  
Dean of the College of Letters and Sciences (Mar 2014)  
Director of Development for the Turner College of Business (Aug 2014)  
Campaign Development Officer (in progress)  
Director of Development for the College of Education and Health  
Professions (in progress)

**Lake-Sumter State College**

9501 US-441, Leesburg, Florida 34788

- **Richard (Dick) Scott**, Senior Vice President for Business Affairs  
ScottR@lssc.edu, (352) 365-3525

Search: President (Nov 2015)

**Florida Gulf Coast University**

10501 FGCU Boulevard South, Fort Myers, Florida 33965

- **Chris Simoneau**, Vice President for University Advancement and Executive Director of the  
FGCU Foundation  
CSimoneau@fgcu.edu, (239) 590-1064

Searches: Vice President for University Advancement and Executive Director of the  
FGCU Foundation (Mar 2013)  
Assistant Vice President and Director of Human Resources (Jul 2013)

**William Patterson University of New Jersey**

300 Pompton Road, Wayne, New Jersey, 07470

- **Ken Wolf, Ph.D.**, Dean of College of Science and Health  
WolfK@wpunj.edu, (973) 720-2194

Searches: Dean of the Cotsakos College of Business (Mar 2014)  
Vice President for Enrollment Management (Jun 2014)  
Dean of the David and Lorraine Cheng Library (Jun 2015)

(continued)

### **Georgia Gwinnett College**

1000 University Center Lane, Lawrenceville, Georgia 30043

- **Stanley Preczewski, Ph.D.**, President  
president@ggc.edu, (678) 407-5001
- **Melinda G. Spencer, Ph.D.**, Senior Associate Provost for Operations  
MSpencer1@ggc.edu, (678) 407-5627

Search: Senior Vice President for Academic and Student Affairs and Provost

### **University Tennessee Health Science Center**

920 Court Avenue, Memphis, Tennessee 38163

- **Anthony (Tony) Ferrara**, Vice Chancellor for Finance  
aferrar1@uthsc.edu, (901) 448-5523

Searches: Associate Vice Chancellor for Finance (Mar 2015)  
Vice Chancellor for Academic, Faculty, and Student Affairs (Apr 2015)  
Associate Dean for Research for School of Nursing (in progress)

### **University of Georgia**

394 South Milledge Avenue, Athens, Georgia 30602

- **Jay Stroman**, Senior Associate Vice President for Development and Alumni Relations  
JStroman@uga.edu, (706) 542-2277

Search: Executive Director of Development (Sep 2015)

### **University of Tennessee Knoxville**

1200 Volunteer Boulevard, Knoxville, Tennessee 37996

- **Victoria P. Niederhauser, DrPH**, Dean of the College of Nursing  
VNiederh@utk.edu, (865) 974-7583

Searches: Associate Dean for Research for the College of Nursing (May 2015)  
Professorship in Gerontology for the College of Nursing (in progress)

**h.** Following is a small *sample* of positions filled in the past four years, including position and contact information:

### **William Paterson University of New Jersey**

- **3 Searches:** Dean of the Cotsakos College of Business; Vice President for Enrollment Services; Dean of the David and Lorraine Cheng Library
- **Contact:** Dr. Ken Wolf, WolfK@wpunj.edu, (973) 720-2194

### **Washington State University Tri-Cities**

- 5 Searches: Vice Chancellor for Enrollment Management and Student Affairs; Assistant Vice Chancellor for Advancement and Community Engagement; Founding Executive Director of the School of Engineering and Computer Science; Academic Director of Nursing Programs; Doctoral-level Nursing Faculty
- Contact: Dr. Michael Mays, michael.mays@tricity.wsu.edu, (509) 372-7380

### **Middle Georgia State University**

- 5 Searches: President; Vice Provost for Academic Quality; Vice President for University Advancement and Executive Director of the MGSU Foundation; Executive Director of Human Resources; Dean of Admissions and Enrollment Management
- Contact: Dr. Marti Venn, martha.venn@mga.edu, (478) 471-2730

### **Florida SouthWestern State College**

- 1 Search: Provost and Vice President for Academic Affairs
- Contact: Dr. Henry Peel, hpeel@fsw.edu, (239) 489-9011

### **Flagler College**

- 1 Search: President
- Contact: Mr. Dick Scott, ScottR@lssc.edu, (352) 365-3525

### **Florida Gulf Coast University**

- 2 Searches: Vice President for University Advancement and Executive Director of the FBCU Foundation; Assistant Vice President/Executive Director of Human Resources
- Contact: Dr. Wilson Bradshaw, vforsyth@fgcu.edu, (239) 590-1051

### **Lincoln Memorial University**

- 3 Searches: Vice President for Academic Affairs; Vice President for Student and Enrollment Services; Dean of Business
- Contact: Dr. Clayton Hess, clayton.hess@LMUnet.edu, (423) 869-6377

### **Schreiner University**

- 3 Searches: Controller; Associate Vice President for Enrollment Services; Vice President for Administration and Finance
- Contact: Dr. Bill Muse, bmuse@schreiner.edu, (830) 792-7361

### **LeTourneau University**

- 5 Searches: Provost and Executive Vice President; Dean of Business; Vice President for Enrollment Services; Dean of Engineering and Engineering Technology; Vice President for University Marketing and Communications
- Contact: Dr. Philip Coyle, philipcoyle@letu.edu, (903) 233-3210

**University of Tennessee Health Science Center**

- 3 Searches: Associate Dean for Research for School of Nursing; Vice Chancellor for Academic, Faculty and Student Affairs; Assistant Vice Chancellor for Finance
- Contact: Mr. Tony Ferrara, aferrar1@uthsc.edu, (901) 448-5523

**Columbus State University**

- 7 Searches: Vice President for University Advancement and Executive Director of the CSU Foundation; Director of the Schwob School of Music; Dean of the College of Letters and Sciences; Director of Development for the Turner College of Business; Managing Director of the Cunningham Center for Business and Leadership Development; Chief Campaign Officer; Director of Development for the College of Education and Health Professions
- Contact: Dr. Tom Hackett, Hackett\_Tom@columbusstate.edu, (706) 507-8968

**The Citadel, The Military College of South Carolina**

- 2 Searches: Provost and Dean of the College; Vice President for Institutional Advancement and CEO of The Citadel Foundation
- Contact: Mr. Jay Dowd, Jay.Dowd@citadel.edu, (843) 953-7550

**Georgia Gwinnett College**

- 1 Search: Provost and Senior Vice President for Academic and Student Affairs
- Contact: Dr. Stan Preczewski, president@ggc.edu, (678) 407-5001

**The University of Montana Western**

- 2 Searches: Chancellor; Provost and Vice President for Academic Affairs
- Contact: Dr. Susan Briggs, S\_Briggs@umwestern.edu, (406) 683-7349

**University of Southern Mississippi Foundation**

- 4 Searches: Executive Director of Development and Executive Director of the USM Foundation; Associate Director of Advancement Services; Chief Development; Major Gifts Officer
- Contact: Mr. Bob Pierce, bpierce@advance.ua.edu, (205) 348-3393

**The University of Georgia**

- 1 Search: Executive Director of Development
- Contact: Mr. Jay Stroman, jstroman@uga.edu, (706) 542-2277

**College of Coastal Georgia**

- 5 Searches: Vice President for Advancement; Dean of Nursing and Health Sciences; Doctoral-level Nursing Faculty; Vice President of Student Affairs; Assistant Vice President for Enrollment Management
- Contact: Dr. Greg Aloia, gfaloia@ccga.edu, (912) 279-5705

## TAB 5 – Search Process

a. Myers McRae offers comprehensive search services, utilizing our proven 8-step search process that reduces the stress on search committees while fostering confidence in their evaluation and selection of candidates. The 8-step process includes: working closely with the search committee to create a functional timeline (deadlines and milestones) at the beginning of the search and to discuss confidentiality guidelines/requirements; creating the position description profile; distributing the profile to thousands of targeted prospects (candidate identification) and monitoring success of distribution; performing personal candidate recruitment; planning and executing advertisements; providing regular search progress reports; providing instruction on the search committee's use of our *Candidate Resume File* (where application files are maintained) for convenient, internet-based access to candidate materials; assisting in the evaluation and assessment of application materials for the purpose of candidate selections; utilizing a built-in rating system that allows our consultants to create candidate rankings based on committee member ratings; assisting in all phases of interviews; providing thorough background and reference reports on final candidates; assisting institution leadership in candidate negotiation and transition; and informing candidates of the final outcome of the search.

Knowing that each search is unique, *we will tailor our process to meet Florida International University's specific search and timeline needs.* An executive search may require as few as two months or as many as five, depending upon the position, the time of year in which the search begins, and the preferences of the search committee and/or the University. The following timeline is only a sample of an average search for a senior and mid-level administrator or academic; specific dates will be determined based on the needs of the institution and the position itself.

*(As noted in the following steps, our firm recommends the use of videoconference or teleconference whenever appropriate to conduct certain meetings to keep consultant travel and lodging expenses at a minimum. However, our consultants are available to travel onsite as may be requested.)*

### **First 14 Days (Search Initiation)**

**Step 1.** Myers McRae consultants meet with the search committee and/or University leadership to:

- Perform client assessment
- Set dates for: search committee meetings; "For Best Consideration" application date; initial interviews; and campus interviews
- Discuss confidentiality
- Provide each Search Committee member instructions for accessing the online Candidate Resume File, where they can review the resumes of candidates 24 hours a day, seven days a week
- Discuss and finalize the position description profile (this profile is written and design by the Myers McRae marketing staff)

*(continued)*

***Days 14 through 70 (Active Recruitment and Candidate Evaluation)***

**Step 2.** Myers McRae begins recruitment, emailing the position description profile to thousands of appropriate contacts in our database. We begin placing advertisements in national publications as approved by the search committee. Recruitment continues until the selection of candidates for interviews.

***Days 30 through 60 (Search Updates)***

**Step 3.** Myers McRae consultants conduct a conference call and/or send a written status report via email to keep the search committee informed on the number of candidates, nominations, and other pertinent search information. (This step may be repeated multiple times.)

***Days 60 through 100 (Candidate Selections, Interviews, and Candidate Vetting)***

**Step 4.** Based on committee and consultant ratings, additional information on the most promising candidates is gathered and provided to committee members. Consultants conduct a videoconference with the search committee to review materials and assist committee members as they select the top 8 to 12 candidates for initial interviews.

**Step 5.** Myers McRae consultants invite the selected 8 to 12 candidates to interview with the search committee. Myers McRae consultants arrange the interviews and travel onsite to facilitate the interview process. (Depending upon the position of the search, e.g. Provost or Presidential search, our consultants may request that the initial interviews be conducted in person at a pre-determined location.) Upon completion of the initial interviews, committee members select the final 3 to 5 candidates to travel to campus for extensive interviews/visits.

**Step 6.** Myers McRae consultants give guidance to the search committee and University personnel to organize campus/onsite visits of the final candidates, providing sample interview schedules and questions.

**Step 7.** Myers McRae staff conduct thorough criminal, academic, driving, financial, and public media background reviews and reference checks on finalists.

**Step 8.** As requested by the University, Myers McRae consultants assist with contract negotiations, preparation of necessary reports and/or public announcements, and transition.

**NOTE ON SPECIALITY AND “HARD-TO-FILL” POSITIONS**

The 8-step search process provided is also the basis for specialty and “hard-to-fill” positions. However, our firm will always ensure that our prospect database is augmented as may be needed to include the most current information for fields that require specialized contacts. In especially difficult searches, we rely more heavily on the personal contacts that our senior officers and consultants have gathered across the years while serving as leaders in colleges and universities across the nation.

Our firm is committed to successful searches for Florida International University, regardless of the amount of time it takes to fill a position. We will continue a search—at not additional cost of professional fees—until it is successfully completed, regardless of the established timeline.

#### **b. Application Processing/Interview Assistance/External Candidates/Application Access**

Myers McRae consultants and staff handle all correspondence with prospective applicants, including receiving all application materials. We actively seek nominations for the position in question, acknowledging in writing both the nominator and the nominee. We follow up with all nominated candidates to encourage their participation in the search.

All applicant materials on each candidate—letter of interest, resume, and additional biographical material gathered by our firm—are uploaded into our password-protected Candidate Resume File. *Candidate information is available online so committee members, wherever they are located, can immediately access the materials via the Internet for review using individually assigned passwords.*

Once candidates have been selected by the search committee for interviews (semi-finalists and finalists), Myers McRae consultants and staff will assist the search committee and University personnel to fully schedule and arrange interviews with the candidates. Myers McRae consultants are available to travel to campus to facilitate semi-finalist interviews, whether held via videoconference or in person. Additionally, Myers McRae will supply the search committee with a suggested interview schedule and questions for consideration.

At Myers McRae, every candidate—internal or external—is given full consideration, offered the same level of confidentiality, and required to go through the same application process as all other candidates. To ensure that potential internal candidates know of the position and understand the application process, we ask the University to post the job opportunity on their employment website with a link to the position description profile on the Myers McRae website. If an internal candidate is nominated for the position, we notify the candidate of the nomination and send a copy of the profile.

#### **c. Background and Credential Checks**

Myers McRae will provide a thorough, written background and credential investigation report on finalists invited for campus interviews. This report will include degree verification, motor vehicle driving record check, credit record check, state and federal criminal records checks, sex offender registry check, and litigation check (if requested). Our firm utilizes the services of the National Student Clearinghouse to obtain degree verification information. If that information is not available through the Clearinghouse, our firm will contact the Office of the Registrar to receive degree confirmation. Additionally, we utilize the services of First Advantage (formerly Lexis Nexis) to perform background checks.

Myers McRae will provide a thorough, written reference report on finalists invited for campus interviews. The Myers McRae lead consultant reviews all reference reports and contacts any additional references, including off-list references, which may be appropriate and/or needed. The Myers McRae lead consultant will work with finalists to contact his or her current supervisor.

#### **e. Candidate Screening**

Depending upon the position and the preference of the search committee, Myers McRae has utilized a variety of screening methods (both for internal and external interviews). In each search, we work with the search committee and/or university leadership to determine the most advantageous form of screening.

For the majority of searches, our firm conducts internal interviews via videoconference. We find that videoconference interviews give our consultants and staff a better perspective of a candidate's preparation, presentation, potential fit, and capability to interactive effectively. If videoconference is not an option for a particular candidate, our firm will perform the interview via telephone.

External interviews, i.e. official interviews performed in the presence of the search committee or on campus, are held exclusively via videoconference or in person, depending upon the preference of the search committee. In order to prevent any semblance of favoritism or inequity among semi-finalists or finalists, our firm strongly suggests that all external interviews be held in the same format for every candidate. This is true for internal candidates as well as external candidates.

#### **f. Salary Comparison**

In the beginning of a search, we review with the appropriate university administrator the present salary of the person most recently in the position. We provide, if needed, comparable salaries of similar higher education institutions.

Because we are so experienced in higher education, we know that moving the present salary to a higher level is many times based on the ability of the institution to move more funds into the position. We are able to research other salaries in similar positions and institutions.

Some universities and colleges request that we negotiate the salary package. We are skilled in providing these services.

## g. Timeline

Following is a sample search timeline and schedule of deliverables.

Objective	Those Involved	Proposed Date
<p><b><u>Search Initiation</u></b></p> <p>Myers McRae consultants meet with the search committee and all pertinent constituent groups to become familiar with the needs and goals of the University related to the search position.</p> <p><i>Deliverable #1: Draft of position description profile will be completed within in 2 weeks of meeting with search committee.</i></p>	University stakeholders; search committee; and Myers McRae consultants	Jan 2016
<p><b><u>Candidate Identification and Evaluation</u></b></p> <p>Myers McRae consultants identify and recruit qualified candidates. Myers McRae begins marketing the position through mailings, advertising, and other communications.</p> <p>Announcements will appear in publications and on websites, which may include:</p> <ul style="list-style-type: none"> <li>▪ <i>The Chronicle of Higher Education</i></li> <li>▪ <i>Inside Higher Ed</i></li> <li>▪ <i>HigherEdJobs.com</i></li> <li>▪ <i>Diverse issues in Higher Education</i></li> <li>▪ <i>Women in Higher Education</i></li> <li>▪ <i>Hispanic Outlook</i></li> <li>▪ Regional and Professional Publications, as appropriate</li> <li>▪ Florida International University Website(s)</li> <li>▪ Myers McRae Website</li> </ul> <p><i>Deliverable #2: Pool of candidates begins to be built upon the position announcement and continues until the selection of candidates for initial interviews.</i></p>	Myers McRae consultants and staff	Jan - Mar 2016
<p><b><u>The Candidate Resume Database</u></b></p> <p>The search committee will be provided access to the <b><i>Candidate Resume Database</i></b>—a secure, online repository for candidate resumes and other relevant data.</p> <p><i>Deliverable #3: Access to Candidate Resume File is sent to search committee members.</i></p>	Myers McRae consultants	Feb 2016
<p><b><u>Progress Report</u></b></p> <p>A Progress Report will be provided to the search committee via email followed by a conference call.</p> <p><i>Deliverable #4: A progress report is sent to committee members for review and discussion during the conference call.</i></p>	Myers McRae consultants and search committee	Feb 2016

<p><b><u>Progress Report</u></b></p> <p>A second Progress Report will be provided to the search committee via email. Myers McRae consultants are available for a conference call if requested by the search committee.</p> <p><i>Deliverable #4: Progress Report is sent to committee members for review.</i></p>	Myers McRae consultants and search committee	Mar 2016
<p><b><u>Resume Review Meeting</u></b></p> <p>The search committee and Myers McRae consultants will meet to review prospective candidates. The goal for this meeting is to identify 8 to 12 candidates for the initial interviews held via videoconference. (If desired, the search committee may choose to hold initial interviews in person at a pre-determined location.)</p>	Myers McRae consultants and search committee	Feb - Mar 2016
<p><b><u>Initial Interviews</u></b></p> <p>Candidates identified in the Resume Review meeting will be interviewed at a pre-determined location. The goal of the initial interviews is to identify 3 to 5 finalists for Campus Visits/Interviews. Committee members will receive counsel on the types of questions to ask and what personal characteristics and professional experience would be important to explore and evaluate.</p> <p><i>Deliverable #5: Interview scheduling assistance provided by Myers McRae.</i></p>	Myers McRae consultants and search committee	Feb - Mar 2016
<p><b><u>Background Evaluation</u></b></p> <p>Finalists selected for Campus Visits/Interviews will undergo extensive background checks. These checks include extensive media and online reviews, along with criminal, credit, degree verification, and motor vehicle background checks. All reference checks are evaluated by an experienced consultant and a final report is prepared that combines all of the data into a comprehensive summary.</p> <p><i>Deliverable #6: Background and reference reports provided by Myers McRae to designated university leadership.</i></p>	Myers McRae consultants	Mar 2016
<p><b><u>Campus Visits/Interviews</u></b></p> <p>A schedule is planned so that each candidate meets with the same groups on campus. Feedback forms are provided for all interviewers to be returned to the search committee. As with the offsite interviews, we work with University personnel and candidates to coordinate travel and meeting arrangements, as may be requested by the University.</p> <p><i>Deliverable #5: Scheduling assistance provided by Myers McRae.</i></p>	The search committee; university leaders, and Myers McRae consultants	Mar 2016

<b>Nominee Selection Meeting</b>  The designated university leadership makes a decision on the successful candidate and enters negotiations.  <i>Deliverable #7: If requested, Myers McRae will assist with final candidate negotiations and/or post-search reports or announcements.</i>	University leadership; Myers McRae consultants available to assist with negotiations	Mar 2016
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#### h. Successful Recruiting Positions

For more than three decades, Myers McRae has focused on providing executive search services for the leadership of institutions of higher education. Following is a listing of searches our firm has conducted **only within the past three (3) years** for higher education institutions.

Each search resulted in a successful placement.

### 2012-2015 Searches for Public and Private Universities and Colleges

Alabama Community College System	Vice Chancellor for Finance and Administrative Services
Albany State University (Georgia)	Dean of the College of Education
Albany State University (Georgia)	Dean of the College of Business
Andrew College (Georgia)	President
Averett University (Virginia)	Vice President for Academic Affairs
Beacon College (Florida)	President
Bevill State Community College (Alabama)	President
Bridgewater College (Virginia)	Vice President for Institutional Advancement
Campbell University (North Carolina)	Dean of the Norman Adrian Wiggins School of Law
Carroll University (Wisconsin)	Executive Director of the Department of Business, Accounting, and Economics
Centenary College of Louisiana	Dean of Frost School of Business and Director of Graduate and Professional Studies (in progress)
The Citadel, the Military College of South Carolina	Vice President for Institutional Advancement and Executive Director of The Citadel Foundation
The Citadel, the Military College of South Carolina	Provost and Dean of the College
Claflin University (South Carolina)	Major Gifts Officer
Claflin University (South Carolina)	Associate Vice President for Major and Planned Gifts (in progress)
Claflin University (South Carolina)	Assistant Vice President of Marketing and Public Relations (in progress)
Clarion University Foundation (Pennsylvania)	Development Officer (in progress)
Clarion University Foundation (Pennsylvania)	Development Officer for Athletics (in progress)
College of Coastal Georgia	Vice President of Student Affairs
College of Coastal Georgia	Ph.D. Nursing Faculty
College of Coastal Georgia	Vice President for Advancement
Columbus State University (Georgia)	Campaign Development Officer (in progress)
Columbus State University (Georgia)	Director of Development for the College of Education and Health Professions (in progress)
Columbus State University (Georgia)	Vice President for University Advancement and Executive Director of the CSU Foundation

Columbus State University (Georgia)	Managing Director of Business and Economic Leadership at the Cunningham Center
Columbus State University (Georgia)	Director of the Schwob School of Music
Columbus State University (Georgia)	Director of Development for the Turner College of Business
Columbus State University (Georgia)	Dean of the College of Letters and Sciences
Council of Colleges of Arts and Sciences (Virginia)	Executive Director (in progress)
Florida SouthWestern State College	Vice President for Academic Affairs
Ferris State University (Michigan)	Senior Director for Advancement
Ferris State University (Michigan)	Assistant Vice President of Advancement
Flagler College (Florida)	Vice President for Business Services/CFO
Florida Gulf Coast University	Vice President for Advancement & Foundation Executive Director
Florida Gulf Coast University	Assistant Vice President and Director of Human Resources
Fort Valley State University (Georgia)	Director of Development
Fort Valley State University (Georgia)	Director of Sponsored Programs
Fort Valley State University (Georgia)	Director of Marketing and Communications
Fort Valley State University (Georgia)	Provost and Vice President for Academic Affairs
Fort Valley State University (Georgia)	Dean of the College of Arts and Sciences
Fort Valley State University (Georgia)	Dean of the College of Graduate Studies and Extended Education
Fort Valley State University (Georgia)	Vice President for Business and Finance
Georgia College & State University	Provost
Georgia Gwinnett College	Provost and Senior Vice President for Academic and Student Affairs
Georgia Highlands College	Dean of Health Sciences/Nursing
Georgia Perimeter College	Chair of the Nursing Department
Georgia Perimeter College	Dean of Health Sciences/Nursing
Georgia Regents University	Dean of Education
Georgia State University	Associate Dean and Director of the School of Nursing (in progress)
Gustavus Adolphus College (Wisconsin)	President
Jefferson College of Health Sciences (Virginia)	Occupational Therapy Program Director (in progress)
Kentucky Wesleyan College (Kentucky)	Vice President for Advancement
Lake-Sumter State College (Florida)	President
Lamar University (Texas)	Associate Vice President for University Advancement
LeTourneau University (Texas)	Vice President for University Marketing and Communications
LeTourneau University (Texas)	Vice President for Enrollment Services
LeTourneau University (Texas)	Dean of the School of Business
Lincoln Memorial University (Tennessee)	Dean of the School of Business
Lincoln Memorial University (Tennessee)	Vice President for Student and Enrollment Services
Lynchburg College (Virginia)	Director of Financial Aid
Lynchburg College (Virginia)	Senior Vice President for Institutional Advancement (in progress)
Marion Military Institute (Alabama)	Chief Instructional Officer (in progress)
Marion Military Institute (Alabama)	Vice President for Student Affairs/Commandant
Mercer University (Georgia)	Dean of the School of Theology (in progress)
Middle Georgia State University	Vice Provost for Academic Quality
Middle Georgia State University	Dean of Admissions and Enrollment Management
Middle Georgia State University	President
Middle Georgia State University	Executive Director of Human Resources
Middle Georgia State University	Vice President for University Advancement and Executive Director of the MGSC Foundation
New Mexico State University	Major Gifts Officer, Senior (in progress)
Newberry College (South Carolina)	President
Notre Dame College (Ohio)	President

Oakland University (Michigan)	Dean, School of Education and Human Services
O'More College of Design (Tennessee)	President
Palm Beach State College (Florida)	President
Pasco-Hernando State College (Florida)	President
Piedmont College (Georgia)	Vice President for Academic Affairs
Piedmont College (Georgia)	Vice President for Advancement
Pierpont Community & Technical College (WV)	President
Roanoke College (Virginia)	Vice President for Student Affairs and Dean of Students
Savannah State University (Georgia)	Dean of the School of Teacher Education (in progress)
Savannah State University (Georgia)	Vice President for Academic Affairs
Savannah State University (Georgia)	Associate Vice President for Academic Affairs
Savannah State University (Georgia)	Dean of the College of Liberal Arts and Social Sciences
Schreiner University (Texas)	Controller (in progress)
Schreiner University (Texas)	Associate Vice President for Enrollment
Southeast Missouri State University	Executive Director of Communications and Marketing
Southeast Missouri State University	Dean of Kent Library (in progress)
Susquehanna University (Pennsylvania)	Dean of the School of Business
Tallahassee Community College (Florida)	Provost and Vice President for Academic Affairs
Tallahassee Community College (Florida)	Vice President for Student Affairs (in progress)
University of Alabama	Assistant Vice President for Planned Giving (in progress)
University of Alabama	Associate Vice President for Development (in progress)
University of Georgia	Executive Director of Development
The University of Montana Western	Chancellor
The University of Montana Western	Provost and Vice President for Academic Affairs (in progress)
University of New Mexico Foundation	Senior Director of Development for UNM Engineering School
University of New Mexico Foundation	Director of Development for UNM Law School
University of New Mexico Foundation	Director of Development for UNM Medical School
University of North Georgia	Provost and Senior Vice President for Academic Affairs (in progress)
University of South Carolina Beaufort	Assistant Vice Chancellor for Development
University of Southern Mississippi	Executive Director of Development and the USM Foundation
University of Southern Mississippi	Associate Director for Advancement Services
University of Southern Mississippi Foundation	Chief Development Officer (in progress)
University of Southern Mississippi Foundation	Major Gifts Officer (in progress)
University of Tennessee, Chattanooga	School of Education, Director (in progress)
University of Tennessee Health Science Center	Vice Chancellor for Academic, Faculty and Student Affairs
University of Tennessee Health Science Center	Associate Vice Chancellor for Finance
University of Tennessee Health Science Center	Associate Dean for Research for College of Nursing (in progress)
University of Tennessee, Knoxville	Associate Dean of Research for College of Nursing
University of Tennessee, Knoxville	Inaugural McMahan-McKinley Endowed Professorship in Gerontology, College of Nursing (in progress)
University of Tennessee, Knoxville	
University of Texas Health Science Center at San Antonio	Director of International Services
University of Texas Health Science Center at San Antonio	Associate Registrar, School of Medicine
University of Texas Health Science Center at San Antonio	Associate Registrar, School of Nursing
University of Texas Health Science Center at San Antonio	Associate Registrar, Dental School & Graduate Biomedical Sciences
University of Texas Health Science Center at San Antonio	Associate Dean of Admissions and Student Services for the School of Nursing
University of Texas Health Science Center at San Antonio	Assistant Dean for Graduate Studies for the School of Nursing

University of Texas Health Science Center at San Antonio	Assistant Dean for Undergraduate Studies for the School of Nursing
University of Texas Health Science Center at San Antonio	Assistant Dean for Research for the School of Nursing
Wartburg College (Iowa)	Vice President for Academic Affairs and Dean of the Faculty
Washington State University Tri-Cities	Vice Chancellor for Enrollment Management and Student Affairs
Washington State University Tri-Cities	Founding Executive Director of the School of Engineering and Computer Science
Washington State University Tri-Cities	Academic Director of Nursing Programs
Washington State University Tri-Cities	Assistant Vice Chancellor for Advancement and Community Engagement
Washington State University Tri-Cities	Endowed Nursing Faculty (in progress)
Wesleyan College (Georgia)	Dean of the Nursing Program
Whittier College (California)	Registrar
Whittier College School of Law (California)	Registrar
William Paterson University of New Jersey	Dean of the David and Lorraine Cheng Library
William Paterson University of New Jersey	Dean of the Cotsakos College of Business
William Paterson University of New Jersey	Vice President for Enrollment Management
Wingate University (North Carolina)	President
Wichita Area Technical College (Kansas)	President
York Technical College (South Carolina)	Exec Vice President for Academic & Student Affairs
Young Harris College (Georgia)	Vice President of Student Development
Young Harris College (Georgia)	Associate Director of Communications and Marketing
Young Harris College (Georgia)	Vice President for Advancement (in progress)
Young Harris College (Georgia)	Vice President for Finance and Operations

#### **i. Compliance Section 503 of Rehabilitation Act**

Myers McRae is an Equal Employment Opportunity employer. Myers McRae is committed to providing equal opportunity in employment, including but not limited to selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. Myers McRae prohibits discrimination in employment based on race; color; religion; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; veteran status; or any other category protected by law. Violation of this policy may result in disciplinary action, up to and including immediate termination.

Myers McRae expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Myers McRae employees to perform their expected job duties is absolutely not tolerated.

## TAB 6 – Financial Proposal

### a. Proposed Fees/Expenses

#### FEES

##### Myers McRae Professional Fee

- Myers McRae Professional Fee for starting salaries less than \$150,000: **\$30,000 - \$40,000**
- Myers McRae Professional Fee for starting salaries between \$150,000 and \$249,999: **\$40,000 - \$60,000**
- Myers McRae Professional Fee for starting salaries greater than \$250,000: **\$60,000 - \$90,000**

The Professional Fee is based on the projected salary range provided by the University and includes:

- Development and design of the *Position Description Profile*
- Design and placement of advertisements
- Email distribution of the announcement to prospective candidates in our 80,000-prospect proprietary database
- Solicitation of nominations and active identification and recruitment of candidates
- Conference calls on the progress of the search
- Consultation on candidate evaluation, interviewing process, candidate selection, and campus visits
- Coordination of initial interview arrangements with the institution and the candidates
- Reference checks on the final candidates
- Background review and credential verification on the final candidate(s)
- Final notification to all candidates participating in the search
- Contract negotiation, if requested by the institution
- Follow-up with placement and institution over the first year

##### Myers McRae Administrative Fee - \$1,500 (per search)

The Administrative Fee includes:

- Use of toll-free conference call phone service
- Access and use of our secure, online *Candidate Resume File*
- Online interviews via videoconference
- All office operation expenses: copies, faxes, courier fees, postage

#### EXPENSES

Florida International University will be responsible for these search-related expenses. All search expenses are invoiced at cost, without markup.

- **Advertising** – Advertising expenses are based on the preferences of the search committee. Most searches average \$2,000 to \$5,000. This expense may be higher if the search committee wishes to use print advertisements in certain publications.
- **Consultant Travel and Lodging** – The total cost of consultant travel is directly related to the number of trips requested by the search committee and/or University. Most searches average \$1,500 to \$3,500.
- **Candidate Travel and Lodging** – Average expense is \$600 to \$1,200 per candidate/per visit. The total cost of candidate travel and lodging will vary widely based on 1) location of candidates, 2) type of transportation utilized by candidates, and 3) the number of candidates the search committee selects for campus interviews.

**b. Fee structure and Terms (Guarantee)**

**Guarantee:** We are committed to working with Florida International University *until each search assignment is satisfactorily completed*. Should any candidate selected through our process leave the position within 18 months, we will conduct another search, waiving our professional fee except for direct expenses.

**Cancellation:** You may cancel a search at any time, but in no case would our fee be less than the first monthly billing plus accrued expenses. Should cancellation occur after 90 days, our fee is considered earned in full.

**Failed Search:** At Myers McRae, we do not have failed searches. If it is determined by the search committee and/or University that there are insufficient acceptable candidates, our firm will continue to recruit candidates until the search is completed without additional Professional or Administrative Fees.

**Price Incentive for Multiple Searches:** If two searches are conducted concurrently, Myers McRae will offer a 10% discount on Professional Fees. If three or more searches are conducted concurrently, Myers McRae will offer a 15% discount on Professional Fees.

**c. Payment Plan**

The Professional Fee is payable in three installments. The first installment is due upon signing of the Letter of Agreement/Contract. The remaining installments will be billed on the following two months. No additional discounts offered for early payment.

**d. Cost Savings**

Our firm offers personalized and professional service based on decades of experience in higher education and executive search at highly competitive prices. Additionally, we will work closely with Florida International University to keep search expenses at a minimum. We recommend the use of videoconference and teleconference, when appropriate, to eliminate certain search expenses.

**e. Payment Terms**

All invoices are due upon receipt. Payment requested within 30 days of invoice receipt. We will work with Florida International University if additional time is needed.

**f. Payment Types**

We accept payment via check, credit card, and ACH.

**g. Other Fees**

All fees and expenses are listed above in Tab 6, Section a.

## **TAB 7 – Signed Solicitation Cover Document**

Signed forms on following pages.

<b>SUBMIT RESPONSE TO:</b>  <b>FLORIDA INTERNATIONAL UNIVERSITY</b> <b>PURCHASING SERVICES</b> <b>MODESTO A. MAIDIQUE CAMPUS</b> <b>11200 SW 8<sup>th</sup> Street</b> <b>CAMPUS SUPPORT COMPLEX – CSC 411</b> <b>MIAMI, FL 33199</b> <b>(305) 348-2161</b>	<b>INVITATION TO NEGOTIATE COVER DOCUMENT</b>  <b>("Solicitation")</b>  <b>ITN No. 56-001</b>
<b>RESPONSE OPENING (Date and Time):</b> December 17, 2015 @ 2:00PM EST	<b>SOLICITATION TITLE:</b> Search Firms
<p align="center"><b>Please refer to the above address for Response opening location</b></p> <p align="center"><b>POSTING OF BID TABULATION AND NOTICES</b></p> <p>The bid tabulation and notices of a decision or intended decision and recommended award related to this Competitive Solicitation will be posted at the Florida International University Purchasing website- <a href="http://finance.fiu.edu/purchasing">http://finance.fiu.edu/purchasing</a> and will remain posted for a period of 72 hours. Failure to file a protest in accordance with Florida Board of Governors' ("BOG") regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003, shall constitute a waiver of protest proceedings.</p>	
<b>PURCHASING REPRESENTATIVE</b>	<i>Chandra Nix, Procurement Manager</i>
<b>VENDOR'S LEGAL NAME</b>	Myers McRae, Inc.
<b>VENDOR'S MAILING ADDRESS</b>	515 Mulberry Street, Suite 200
<b>VENDOR'S CITY, STATE, ZIP</b>	Macon, Georgia 31201
<b>VENDOR'S WEB ADDRESS</b>	<a href="http://www.MyersMcRae.com">www.MyersMcRae.com</a>
<b>VENDOR'S E-MAIL ADDRESS</b>	<a href="mailto:EmilyMyers@MyersMcRae.com">EmilyMyers@MyersMcRae.com</a>
<b>VENDOR'S FACSIMILE</b>	478-330-5611
<b>VENDOR'S TELEPHONE NUMBER</b>	478-330-6222
<b>VENDOR'S TOLL FREE NUMBER</b>	n/a
<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>	
<div style="display: flex; align-items: center;">  <div> <b>AUTHORIZED SIGNATURE (MANUAL)</b>          Emily Parker Myers, President and CEO       </div> </div>	
<b>PRINT NAME AND TITLE</b> December 15, 2015	
<b>DATE SIGNED</b>	



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 Myers McRae, Inc.

Address 515 Mulberry Street, Suite 200, Macon, Georgia 31201

Telephone/Fax/Email 478-330-6222 (office) 478-330-5611 (fax) EmilyMyers@MyersMcRae.com

Signature 

Form#PS008; CD04/03/07

## **TAB 8 – Information Regarding Alternate Brands**

Not applicable.

## **TAB 9 – Information Regarding Subcontractors**

All executive search services provided by our firm are performed by Myers McRae consultants and staff. No subcontractors are used.

## **TAB 10 – Appendix II**

Appendix II forms (Certificate of Non-Segregated Facilities) is found on the following pages.

## APPENDIX II

### CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Myers McRae, Inc.

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

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

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

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

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

## **APPENDIX II**

### **CERTIFICATE OF NON-SEGREGATED FACILITIES**

#### **SUBPART - VENDOR'S AGREEMENTS**

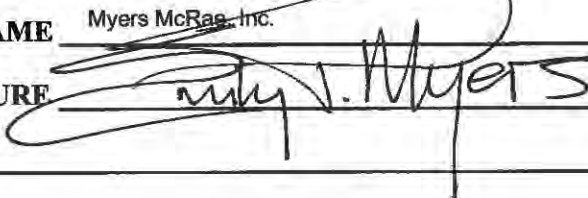
During the performance of this Contract, the Vendor agrees as follows:

- (1) The Vendor will not discriminate against any employee or applicant for employment because of race, 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** Myers McRae, Inc.  
**AUTHORIZED SIGNATURE**   
**TITLE** President and CEO  
**DATE** November 15, 2015

## **TAB 11 – Appendix IV**

Not applicable.

## **TAB 12 – Insurance**

Requested insurance certificate is provided on the following page.

4951 Forsyth Road (31210)  
P O Box 28530  
Macon, GA 31221-8530  
Office (478) 405-4200  
Fax (866) 275-7999

December 16, 2015

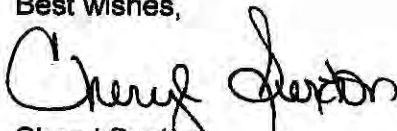
Ms. Chandra Nix, Procurement Manager  
Florida International University  
Modesto A. Maidique Campus  
Purchasing Services Department  
Campus Support Complex – CSC 411  
11200 S.W. 8th Street  
Miami, Florida 33199

Dear Ms. Nix:

This letter is to confirm that if awarded an executive search contract, Myers McRae, Inc. will have access to the coverage listed below:

- |   |                       |
|---|-----------------------|
| • Professional Liability/Errors & Omissions | \$2,000,000 (minimum) |
| • Workers' Compensation                     | Statutory Limits      |

Best wishes,

  
Cheryl Sexton

## **TAB 13 – Vendor’s Services and Warranties**

**Guarantee:** We are committed to working with Florida International University *until each search assignment is satisfactorily completed*. Should any candidate selected through our process leave the position within 18 months, we will conduct another search, waiving our professional fee except for direct expenses.

## **TAB 14 – Employment Disclosures**

- a.** No Myers McRae employee has any employment relationship with Florida International University, the State of Florida, or any Florida State Agencies.
- b.** No Florida International University or State employee owns an interest of 5% or more of Myers McRae, its affiliates, or branches.

## **TAB 15 – Additional Requested Information**

No additional pertinent information.

## **TAB 16 – Additional Pertinent Information**

Sample position description profile provided on the following pages.

# THE UNIVERSITY OF **ALABAMA**<sup>®</sup>



Announcing a National Search for the  
**Associate Vice President  
for Development**

# THE UNIVERSITY OF ALABAMA®

## Associate Vice President for Development

The University of Alabama, one of the nation's top public research universities and Alabama's flagship institution, invites applications and nominations for the position of **Associate Vice President for Development**. This is an exceptional leadership opportunity for a well-experienced fundraising professional to plan and direct a broad-reaching development program in support of The University of Alabama.

### THE OPPORTUNITY

Reporting to the Vice President for Advancement, the Associate Vice President for Development provides strategic leadership, direction, and management for The University of Alabama's major fundraising programs. The Associate Vice President is responsible for securing the necessary financial and volunteer support to sustain and develop The University of Alabama. This position ensures administrative oversight of the University's major gifts, corporate and foundation fundraising, annual giving, and capital campaigns.

The Associate Vice President for Development is a key member of the leadership team and an active participant in making strategic decisions affecting fundraising for UA. The Associate Vice President is also responsible for developing specific methods and performance plans that hold each unit accountable for overall fundraising goals. In addition, the AVP for Development carries a limited major gift portfolio of prospects directed by the Vice President for Advancement.

### Primary Responsibilities

- Provide strategic leadership and direction to all academic fundraising teams to drive increased development activity and total contributions.
- Develop short- and long-range strategic plans for fundraising efforts.
- Develop goals for each area of responsibility and identify resources needed for goals to be realized.
- Design strategies and coordinate programs necessary to ensure continued fundraising success by providing advice, analysis, and recommendations to decision-makers on prioritization, planning, and policy issues in the area of development.
- Create and coordinate programs for selecting, recruiting, and training volunteer leadership to assist in University development activities – particularly those who participate in fundraising.
- Assist in the planning and management of the President's football pregame event and suite for the cultivation and solicitation of major gift prospects in support of University priorities.
- Help recruit, develop, and retain high-performing development staff.
- Provide formal performance appraisals to staff to inspire accountability, success, continuous improvement, and professional growth.
- Collaborate with other AVPs within Advancement, including Alumni Affairs and Advancement Services, on all fundraising activities.
- Liaison with the Crimson Tide Foundation staff to ensure coordination of prospect management and development efforts with Athletics.



### QUALIFICATIONS

Candidates must have a bachelor's degree and 12 years of experience or an equivalent combination of education and experience.

### Preferred Qualifications

- Advanced degree
- Demonstrated successful and progressively responsible fundraising

# THE UNIVERSITY OF ALABAMA®

## Associate Vice President for Development



management experience in higher education

- Major, comprehensive or capital campaign management experience

### Other Requirements

- Excellent communication skills
- Ability to work independently and as a part of a collaborative team
- Must be a creative and effective leader with expertise in strategic planning, program implementation, personnel management, and accountability
- Must be able to work in a fast-paced office environment
- Ability to travel in and out of state

### UNIVERSITY OF ALABAMA

The University of Alabama was founded in 1831 as Alabama's first public college. Today, UA is a student-centered research university and an academic community united in its commitment to enhancing the quality of life for all Alabamians. For more than a decade, UA has ranked among the top 50 public universities in the nation in *U.S. News and World Report's* annual college rankings.

UA attracts some of the most academically talented students in the nation and is a leader among public universities nationwide in the enrollment of National Merit Scholars with more than 600 currently enrolled. UA has produced a total of 15 Rhodes Scholars, 45 Goldwater Scholars, 14 Truman Scholars, 30 Hollings Scholars, and six Boren Scholars. Fourteen UA graduates accepted Fulbright awards to study and teach abroad during 2015-2016. Thirty-one percent of the fall 2015 freshman class is enrolled in the University's Honor College.

Enrollment at UA reached 37,100 for fall 2015, including 31,960 undergraduates, 4,649 graduate students, and 491 professional students. The University's 1,509 international students represent 77 countries around the world.

The University comprises 13 colleges and schools: College of Arts and Sciences, Culverhouse College of Commerce, College of Communication and Information Sciences, College of Community Health Sciences, College of Continuing Studies, College of Education, College of Engineering, Graduate School, Honors College, College of Human Environmental Sciences, Capstone College

of Nursing, School of Law, and School of Social Work.

UA's renowned faculty totals 1,848. Twenty-eight UA faculty have received NSF CAREER Awards, the nation's most prestigious recognition of top-performing young scientists, in disciplines ranging from nanoscience and engineering to biological sciences.

Academic offerings include 72 bachelor's degrees and 121 graduate and professional degrees in more than 200 fields of study. During the 2013-2014 academic year, the University awarded 5,408 bachelor's degrees, 172 professional degrees, 1,645 master's degrees, 28 educational specialist degrees, and 329 doctoral degrees.

UA has a nationally competitive intercollegiate athletics program, with 21 varsity teams competing in 17 sports. The Crimson Tide boasts 25 team NCAA Championships and countless more conference championships and individual achievements.

Today, there are more than 200,000 UA alumni across the globe. Many are leaders in their communities, states, and nations, including heads of major corporations, Pulitzer Prize winners, and renowned scholars, scientists, and artists.

For fiscal year 2014, total revenues exceeded \$713 million and included \$144 million from state appropriations. Nearly 34 percent of total operating expenditures were designated for instruction and more than 6 percent for research.

Charitable giving for fiscal year 2015 totaled \$109 million from approximately 59,000 donors.

### TUSCALOOSA, ALABAMA

The University's main campus is located in Tuscaloosa in west-central Alabama, along the banks of the Black Warrior River. The fifth largest city in Alabama, Tuscaloosa is

# THE UNIVERSITY OF ALABAMA®

## Associate Vice President for Development



home to more than 95,000 residents with a metro population reaching more than 235,000.

The city has a thriving business community, with the University serving as the primary economic and cultural engine. One of the most internationally recognized companies in Tuscaloosa is Mercedes-Benz and its production facilities.

The city is known for a wide variety of cultural arts, including museums, plays, concerts, and events. The downtown area offers recreational trails, businesses, restaurants, and a farmers market. A 7,470-seat amphitheater, the largest in west Alabama, hosts many major performances and special events.

Tuscaloosa County offers a more comprehensive range of medical and health care options than any other community of comparable size and population in the Southeast.

### APPLICATION AND NOMINATIONS PROCESS

Confidential inquiries are welcomed; nominations are invited.

#### 1. To Apply - Application packet must include:

- A letter of interest
- Current resume
- At least five references with full contact information (References will not be contacted without consent from applicants.)
- Your answers to the questions at:

[www.myersmcrae.com/skins/userfiles/file/UA-DevQuestions.pdf](http://www.myersmcrae.com/skins/userfiles/file/UA-DevQuestions.pdf)

#### 2. Submit application packet to: UA-AVP@myersmcrae.com

**Nominations** should include the name, e-mail, and telephone number of the individual being nominated. Nomination should be submitted to the above e-mail.

For best consideration, submit all materials by **January 7, 2016**.

**Emily Parker Myers**, President and CEO, and **Kenny Daugherty**, Executive Vice President and COO, of Myers McRae Executive Search and Consulting are assisting The University of Alabama with this search.



515 Mulberry Street, Suite 200  
Macon, Georgia 31201  
(478) 330-6222 | [www.myersmcrae.com](http://www.myersmcrae.com)

*The University of Alabama is an Equal Employment/Equal Educational Opportunity Institution. All qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, age, genetic information, disability, or protected veteran status, and will not be discriminated against because of their protected status.*



Lake Sumter  
State College



Leesburg Campus

INVITING APPLICATIONS AND NOMINATIONS FOR THE  
**PRESIDENTIAL SEARCH**

*LAKE COUNTY AND SUMTER COUNTY, FLORIDA*

# PRESIDENTIAL SEARCH at Lake-Sumter State College

**Lake-Sumter State College**, a Florida College System institution serving more than 6,000 students across three locations, has launched a national search for its sixth **President**. The Search Committee invites applications, nominations, and expressions of interest for this executive officer who will shape the future of this innovative institution that serves Lake and Sumter counties in Central Florida.



## THE OPPORTUNITY

The President serves as the chief executive officer of the College and is responsible for the operation and administration of the institution. Reporting to the nine-member District Board of Trustees, the President maintains the vision and priorities of the College and serves as the primary advocate for the institution throughout the service communities and the state.

A visionary, the President is responsible for ensuring the College provides a quality education to its students. This senior administrator maintains the high standards of the institution while growing the College's programs, enrollment, and services.

The President has the leadership skills, administrative experience, and management abilities to effectively oversee and manage the personnel,

facilities, and operations of the College across its campuses and center.

The President is committed to the continuous improvement of programs and services to ensure student-centered practices from the first point of contact. This executive officer supports a culture of exploration and reflection that inspires new ideas and practices that make LSSC distinctive and the destination of choice for students.

To maximize student learning and to ensure the College meets the present and future needs of the community, the President collaborates with internal and external partners. With the ability to work with business and community leaders in Lake and Sumter counties, the President develops strategic partnerships that benefit the College.

As the public representative of the College and a leader in the community,

the President demonstrates exemplary personal integrity and professional ethics. A confident and thoughtful decision maker and proven leader, the executive officer is a morale builder and motivator.

Additionally, the President:

- Understands current and emerging issues and trends in higher education, including developing technologies, to enable the College to develop new programs and services
- Participates in fundraising activities and supports grant solicitation to increase financial resources available to the College's programs and services
- Ensures effective financial management and resource development for additional sources of funding

## QUALIFICATIONS

A post-graduate degree is required; an earned doctorate from a regionally accredited institution is preferred. Candidates with traditional academic as well as non-traditional backgrounds with demonstrated leadership and operating experience in higher education, business, or governmental management will be considered. Administrative experience in higher education is preferred, but not required.

Superior written and verbal communication skills, the ability to make effective public presentations,



# PRESIDENTIAL SEARCH

## at Lake-Sumter State College



### Mission Statement

Lake-Sumter State College responds to community needs by providing high-quality, accessible programs from enrichment and career training to associate and baccalaureate degrees. LSSC embraces excellence, diversity, and innovation to maximize student learning and success.

### Vision Statement

Lake-Sumter State College will be a leader in higher education and the destination of choice for education, training, and cultural activities in Florida.

and a record of active community involvement are required. Experience working with the media is preferred.

Candidates will have the leadership skills, administrative experience, and management abilities to effectively lead the personnel, facilities, and operations of the College.

Candidates will have demonstrated exemplary personal integrity and professional ethics.

The successful candidate will:

- Be politically astute and knowledgeable of the Governor's priorities
- Have a demonstrated record in the areas of fundraising, strategic planning, and facilities planning
- Be a proven leader in developing and maintaining budgets
- Embrace through actions the cultural, ethnic, and gender diversity of students and staff
- Have a commitment to or experience with workforce and economic development

- Establish and maintain successful partnerships with businesses and industries and with other educational entities and leaders, especially within the state

- Have experience working with the assessment of institutional effectiveness, performance indicators, and supporting data

- Have the proven ability to address difficult situations and turn them around for the betterment of the institution

- Have excellent abilities to navigate the state legislative process and interact positively with legislators

The President will have the ability to:

- Understand District Board of Trustees policies and procedures and respond within the confines of adopted board rules and procedures
- Maintain communications with the District Board of Trustees and executive team to ensure transparency and develop open and effective relationships

- Interrelate effectively with diverse populations and create a climate of inclusiveness

### Lake-Sumter State College

Since 1962, Lake-Sumter State College (LSSC) has been responding to the workforce needs of Lake and Sumter counties by providing the highest quality of educational programs and services. Today, the College serves more than 6,000 students across its three strategically located sites throughout the two-county area:

- **Leesburg Campus** in Leesburg
- **South Lake Campus** in Clermont
- **Sumter Center** in Sumterville

Lake-Sumter State combines high-tech educational facilities and state-of-the-art programs with a focus on teaching for ensuring student success. Personalized attention and class size averaging 19 students are hallmarks of the Lake-Sumter educational experience.

The College offers three Associate's degrees: Associate in Arts (AA),

# PRESIDENTIAL SEARCH at Lake-Sumter State College



The DirectConnect to UCF provides Lake-Sumter graduates with an AA or AS degree guaranteed admission into UCF. As a part of this partnership, UCF offers pre-admission advising for admissions, academics, and financial aid for all LSSC students who sign up for DirectConnect to UCF.

At LSSC, students receive a solid academic foundation to pursue a career or to further their education. Some 68 percent of students continue their education immediately after graduation. Additionally, LSSC students who transfer to an institution in the State University System (SUS) of Florida earn a GPA of 3.17, which is better than the average of native SUS students and other Florida College System transfers.

The campuses and center offer a range of student life activities. Students can participate in the Student Government

Associate in Science (AS), and Associate in Applied Science (AAS) degrees. In 2013, the College accepted students into its first 2+2 baccalaureate program for the Bachelor of Applied Science in Organizational Management degree. In addition to the College's academic degree tracks,

technical certificate programs are offered in a variety of disciplines.

Several 2+2 transfer opportunities also are available in partnership with specific public and private colleges and universities, including the University of Central Florida (UCF) and St. Leo University.

## Goals from the 2014-2017 Strategic Plan

### GOAL 1

- **Empower Students to Identify, Plan, and Achieve Their Goals:** Provide students with the necessary tools, training and experiences to identify, plan, and achieve short-term and long-term academic, career, and personal goals.

### GOAL 2

- **Collaborate and Partner to Achieve the College's Mission:** Seek to collaborate with internal and external partners to maximize student learning and to meet community needs.

### GOAL 3

- **Enrich the Quality of the Student Educational Experience through Excellence in Programs and Services:** Create and sustain programs and services through continuous improvement to ensure student-centered practices from first connection to completion.

### GOAL 4

- **Promote Distinctiveness through Creative Thinking and Innovation:** Support a culture of exploration and reflection to inspire new ideas and practice that make LSSC the destination of choice for students.

# PRESIDENTIAL SEARCH at Lake-Sumter State College

Association, clubs and organizations, student publications, intramurals and campus recreation, and community service opportunities.

LSSC has three intercollegiate sports: men's baseball and women's fast-pitch softball, and volleyball. The College competes as a Division 1 program in the Mid-Florida Conference of the Florida College System Activities Association (FCSAA). The FCSAA is governed by the rules of the National Junior Community College Athletic Association, of which Lake-Sumter is a member.

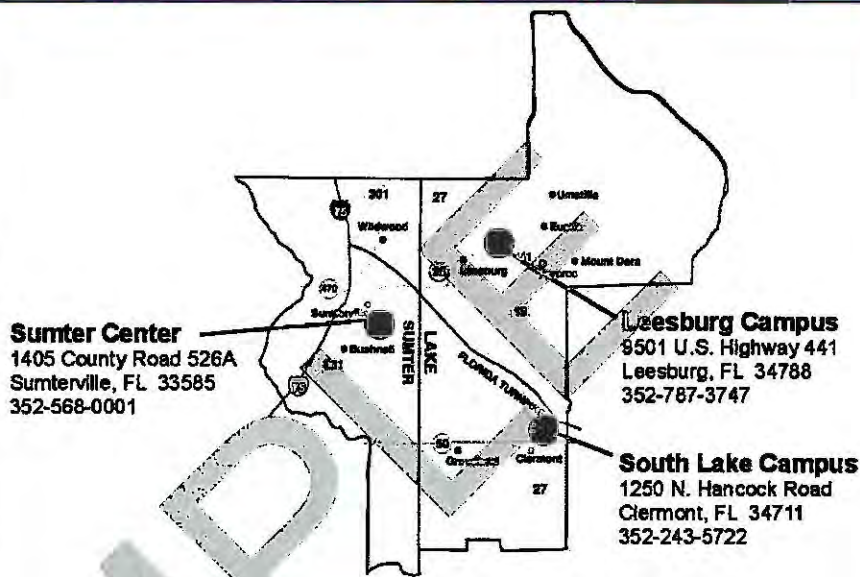
The Fiscal Year 2013-2014 operating budget of LSSC was \$22,470,939. The College employs more than 437 full- and part-time faculty and staff. Lake-Sumter's economic impact on its service area, including the college operations and the student productivity effects, is \$87 million annually.

Since 1980 the Lake-Sumter State College Foundation, Inc. has helped individuals, businesses, and organizations support the College's mission of developing the community through education. A 501(c)(3) corporation, the Foundation supports the College through the funding of projects that directly or indirectly benefit students.

The Foundation annually provides nearly \$1 million in scholarships and support to the College and its programs. The Foundation administers more than 400 scholarships provided by individuals, corporations, and civic organizations.

The Foundation has a staff of five and a dedicated group of volunteer leaders from Lake and Sumter counties. The Foundation's assets have grown to more than \$16 million.

## Lake-Sumter State College Campus Locations



## LSSC by the Numbers

2013-2014

- Enrollment of more than 6,000 students
- Nine of 10 students are from either Lake or Sumter County
- Awarded 533 Associate of Arts degrees, 152 Associate of Sciences degrees, and 35 certificates or other awards
- The job placement rate for LSSC graduates with Associate of Science degrees is 96 percent
- Approximately 30 percent of the students attend full time
- The College has 87 full-time and 142 part-time faculty members
- More than 20 degrees and certificates are offered
- Students age 24 and younger comprise nearly 62 percent of the student body
- Dual enrollment represents 12.4 percent of LSSC enrollment
- More than 33 percent of LSSC students earn their AA degree online
- Female students represent 61 percent of the enrollment
- Approximately one-third of students take a fully online class

# PRESIDENTIAL SEARCH at Lake-Sumter State College

## About Lake and Sumter Counties, Florida

Lake and Sumter counties offer scenic beauty, including rolling hills, magnificent trees, national forests, and more than 1,400 lakes. A popular choice for both families and retirees, the adjacent counties provide rural and urban settings as well as a wide variety of outdoor recreational opportunities that can be enjoyed throughout the year.

Lake and Sumter counties are conveniently located near Tampa in the South, Orlando in the East, and Ocala in the North. Additionally, an international airport, Atlantic coast beaches, and Gulf coast beaches are within an hour's drive.

Tampa Bay is a world-renowned tourist destination, including internationally acclaimed white sandy beaches and a vibrant arts, shopping, dining, cultural, and entertainment scene. Sports fans enjoy professional football, professional hockey, and major league baseball.

Beyond its internationally popular theme parks, Orlando has outstanding shopping, entertainment, and dining opportunities for every budget.



## Nomination and Application Process

Inquiries are welcomed and nominations are invited.

**Nominations** should include the name, current position, email address, and telephone number of the individual being nominated.

**To Apply:** Application materials should include a cover letter addressing how the candidate's experience matches the position requirements, curriculum vitae, and contact information for at least five professional and character references. References will not be contacted without consent from the candidate.

Nominations and application materials must be submitted to:

**LSSC@myersmcrae.com**

Initial screening of applications begins immediately.

For best consideration, applications must be submitted by **September 8, 2015**.

**Myers McRae Executive Search and Consulting** is assisting Lake-Sumter State College with this search. The consultant team leaders are:

**Emily Parker Myers**  
President and CEO

**Robb Myers**  
Vice President

**Bobby Pope**  
Vice President



515 Mulberry Street, Suite 200  
Macon, Georgia 31201  
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*Lake-Sumter State College is committed to non-discrimination based on race, color, sex, ethnicity, gender, national origin, age, disability, genetic information, marital status, veteran status, religion, sexual orientation, and political affiliation. This commitment applies in all areas to applicants, visitors, students, faculty, administrators, staff, and others affiliated with the College.*

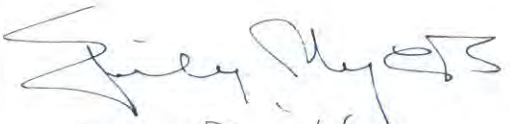
Competitive Solicitation ITN56-001 Search Firms  
Best and Final Offer (BAFO)

Suppliers Name:	Myers Mcrae Inc.			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/Perd Payment	University & College Aggregate Annual Spend Discount	Individual Aggregate Annual Spend Discount
FIU's/SUS Financial Proposal Request (BAFO)	Flat fee per tier not to exceed 28% of starting salary for salary ranges as follows:<\$150,000 salaries= \$35,000; \$150,000-\$249,999 salaries=\$50,000; >\$250,000=\$75,000. Other lower negotiated rate.	Flat \$1,500 or fee not to exceed 4% of the proposed fee with fee obligations not to exceed 3 months	Advertising; Videoconferencing; Candidate's travel; Consultant travel; all with receipts and no markup and with prior approval	If employee separates for any reason within 18 months, conduct another search at no cost except for direct expenses.	Fee will be cost incurred upon termination based on deliverables per payment terms.	Continue fully committed search efforts until search is completed at no additional fees.	If 2 concurrent searches by university, a 10% discount; 3 or more a 15% discount on professional fees. Ask for aggregate total spend discount.	3% if paid within 15 days	Half of fee for original search. No fee when candidate applies on their own.	Up to \$10,000 for position filled with candidate not presented by the firm.	1/3 upon signing agreement, 1/3 upon presentation of candidates, 1/3 when finalist accepts offer of employment.	ACH/credit card/SUA	Total of all Universities and Colleges aggregate spend exceeds \$500,000 a 1% discount and over \$1,000,000 an additional 1% discount for professional fees	University or College's individual total aggregate annual spend exceeds \$250,000 a 2% discount for professional fees
Supplier's Revised Financial Proposal	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.	We accept above statement(s) without revisions.

	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?	• Initial interviews with top 8 to 12 candidates (what if it exceeds 12 candidates?) • How does you firm assist the institution in scheduling interviews?	• As requested, firm will assist in contract negotiations, reports, public announcement (Is this at a cost?)	• How does your firm ensure adherence to Sunshine Laws? • Will the firm work with our application process? • How do you capture EEO demographic information?	• What are the service level agreements to ensure a great candidate experience? • What are you minimum response times to candidate?	No additional information needed.	• What additional steps are taken to fill positions that are known to be hard to fill?

  
3-8-16

Supplier's Revised Service Level Proposal		<p>Our consultants pre-screen all candidates to determine the most-promising candidates to be presented to the search committee for consideration. However, if desired, the search committee may have access to <i>all</i> application materials received. For the majority of searches, our firm pre-screens promising candidates via teleconference or videoconference. We find that videoconference interviews give our consultants and staff a better perspective of a candidate's preparation, presentation, potential fit, and capability to interactive effectively. If videoconference is not an option for a particular candidate, our firm will perform the interview via teleconference.</p>	<p>Progress reports on the candidate identification and recruitment include advertisements placed, number of prospects successfully receiving position profile via email, number of emails viewed, number of prospects clicking on link to full profile, number of nominations, and number of applications to date. This report is distributed electronically normally at Day 25 and Day 50 of recruitment. And depending upon the preference of the search committee, this report can be discussed with the search committee via teleconference. After this time, our consultants are in contact with the search committee regularly to perform Resume Review, Initial Interviews, and</p>	<p>In most searches, we advise that the search committee select 8 to 12 candidates for initial interviews. Additional candidates may be selected for interviews, if desired.</p>	<p>Our firm's services of contract negotiations, reports, and public announcement, i.e. writing a news release, are provided at no additional cost.</p>	<p>Our consultants will work with the University and the search committee to ensure adherence to Florida Sunshine Laws by presenting process guidelines at initial search meeting. Based on previous executive searches conducted for public higher education institutions in Florida, our consultants will present best practices as relates to the search. <i>All public information requests related to the search will be handled by the University in consultation with Myers McRae consultants. Only the University releases approved information on candidates under the provisions of Sunshine Laws.</i> At the initiation of the search, Myers McRae consultants/staff will confer with the University's Office of Human Resources regarding application process needs. Additionally, Myers McRae will send each applicant any EEO demographic information forms requested by the University. Applicants will be requested to send completed forms directly to the University.</p>	<p>At Myers McRae, every applicant receives courteous and professional attention, regardless of his/her status as an internal or external candidate. All application materials received at the designated email contact address will receive immediate notification of receipt of application materials, expressed appreciation for participation in the search, along with additional information regarding important search dates (e.g. initial interview dates, campus visits). As a general rule, our consultants strive to return candidate contacts within 24 to 48</p>	<p>Success in hard-to-fill searches depends on contacts, persistence, and creativity. (We encounter this frequently in our nursing searches.) To ensure success in these searches, we: 1) review and augment our prospect database with the most current professional contacts often focusing on particular regions of the country; 2) consultants network with leaders in the field for additional nominations and prospects; 3) work with the search committee to identify any additional organizations or professionals that may be a source of prospects and contact them to garner more prospects; and 4) re-analyze marketing materials and meet with the search leaders to consider further options, e.g. additional advertising, time of year for the search, etc. We stay fully committed on a search beyond original timelines as needed.</p>
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3-8-16

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](mailto: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.