



FROSTBURG STATE UNIVERSITY

REQUEST FOR PROPOSAL # FSU-P12-04

FOR

EXECUTIVE SEARCH CONSULTING SERVICES
DEAN OF THE COLLEGE OF EDUCATION

SIGNIFICANT MILESTONES	TIME:	DATE
Issue Date	N/A	08/10/2011
Deadline for Questions	2:00 P.M.	08/25/2011
Closing Date	2:00 P.M.	09/09/2011

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**REQUEST FOR PROPOSAL
FOR
EXECUTIVE SEARCH CONSULTING SERVICES**

SECTION 1 - GENERAL INFORMATION

1.1 Objective.

Frostburg State University is soliciting proposals for executive search consulting services for the position of Dean of the College of Education at Frostburg State University. The selected firm will work with Frostburg State University, staff and the FSU Search and Screening Committee (collectively defined as “University” for the purposes of this procurement as to the role of overseeing the Consultant’s work and clarifying the scope of services during the course of the contract). The selected firm will provide consulting services related to this search (see Section 2 for details). The consulting firm must have a successful record of providing similar consulting services to other higher education institutions.

1.2 Point of Contact.

The sole point of contact at FSU for purposes of this Request for Proposal (RFP) is the Procurement Officer:

Alan R. Snyder, Coordinator of Procurement
Frostburg State University
123 Stangle Building
101 Braddock Road
Frostburg, MD 21532
Voice: (301) 687-4243, Fax (301) 687-4075
E-mail: arsnyder@frostburg.edu

1.3 Pre-Proposal Conference.

There will be no pre-proposal conference.

1.4 Questions and Inquiries.

Prospective Proposers may contact FSU only at meetings with the Procurement Officer or in written communications with the Procurement Officer. Inquiries may be submitted in writing by email to the Procurement Officer up to **2:00p.m. on August 25, 2011** the last day for questions. Inquiries will receive a written reply. An amendment to this RFP will also be issued via www.emarylandmarketplace.com detailing all questions asked and all responses given, without identification of the inquirer.

1.5 Addenda Acknowledgment. Prospective Proposers responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. **RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST**

BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL.

1.6 Delivery of Proposals

Proposals must be delivered to:

Alan R. Snyder, Coordinator of Procurement
Frostburg State University
123 Stangle Building
101 Braddock Road
Frostburg, MD 21532

No fax or email proposals will be accepted.

1.7 Proposal Closing Date

In order to be considered, the **original** and **four (4) copies** of each proposal must arrive at the issuing office by **2:00p.m. on September 9, 2011**. Vendors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Department of Procurement. Vendors utilizing the U.S. Mail or similar methods which would not deliver directly to Procurement Office in Room 123 of the Stangle Building are cautioned to allow sufficient time for the delivery to Procurement Office. Delivery of proposals to the campus mailroom or any location other than this office will NOT be considered “delivered” until they have physically arrived and have been clocked-in at the Procurement Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered.

1.8 Access To Issuing Office

The Stangle Building, which houses the Procurement Office, is accessible by the general public between the hours of 8:00 a.m. until 4:00 p.m. Monday through Friday with exception of legal holidays. Vendors must allow sufficient time in delivering replies to solicitations to insure timely receipt by the Issuing Office.

1.9 Receipt of Proposals. Proposals may not be opened publicly; nor, can the identity of persons (individuals or entities) submitting proposals (“Proposers”) be disclosed prior to actual contract award. However, a register of proposals, identifying each Proposer, shall be prepared and open to public inspection after the contract award. Proposals shall not be open to public inspection until after the contract award, and then shall be made public only if requested under the provisions of the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland.

1.10 Duration of Proposals. Proposals submitted in response to this solicitation are irrevocable for 120 days following the closing date. This period may be extended by mutual agreement between the Proposer and FSU.

- 1.11 **Rejection or Acceptance of Proposals.** FSU reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; or to negotiate with any Proposer, in any manner necessary, to serve the best interest of FSU and the State of Maryland.
- 1.12 **Cancellation of the RFP.** FSU may cancel this RFP, in whole or in part, at any time prior to contract award.
- 1.13 **Incurred Expenses.** Neither FSU nor the State of Maryland is responsible for any expenses that Proposers may incur in preparing and submitting proposals or in making oral presentations of their proposals, if required.
- 1.14 **Minority Business Enterprises.** Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation.
- 1.15 **Assistance in Drafting Specifications.** Under Article 40A, § 3-110, Annotated Code of Maryland, a firm who employs an individual who assists a state agency in drafting specifications for an invitation for bid and/or a request for proposal for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a firm has any questions regarding the applicability of this provision of the State Ethics Law, contact the State Ethics Commission, Toll Free phone number 877-669-6085 or see the website www.ethics.gov.state.md.us. Subcontractors. The selected Proposer (“Contractor”) shall be solely responsible for all services as required by this RFP. The use of a subcontractor(s) does not relieve the Contractor of liability. FSU will consider proposals that reflect primary and secondary service providers, or prime/subcontractor relationship. However, there should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner.
- 1.16 **Contract Agreement.** The contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and FSU in the form provided in Appendix B of this RFP. By submitting an offer, the Proposer warrants that they have reviewed the contract in Appendix B and will execute this contract upon request by FSU. Proposers must understand and acknowledge that FSU, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.
- 1.17 **Term of Contract.** Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of FSU or such later date, as FSU and the Contractor shall agree. The term of the resulting Consulting Agreement shall be an initial six (6) months with options to renew, at the System's sole discretion, for an additional period not to exceed six (6) months with no additional compensation, unless the extension is due, as determined by FSU, to (i) an unforeseen condition or (ii) an action or inaction on the part of FSU.

- 1.18 **Acceptance of Terms and Conditions.** By submitting a proposal in response to this RFP, a Proposer shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP
- 1.19 **Payment.** The State of Maryland usually provides payments on a net 30-day basis for FSU approved invoices. As a State agency, FSU is normally prohibited from paying for products or services in advance. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by FSU, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- 1.20 **Access to Contractor Records for Quality Assurance and Auditing Purposes.** The Contractor and its principal subcontractors must provide access to pertinent records by FSU and University personnel or its representatives (including internal auditors, external auditor's representatives, or agents) to provide quality assurance and auditing.
- 1.21 **Procurement Regulations.** This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures; the procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at www.usmd.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/.
- 1.22 **Addenda to the RFP.** If it becomes necessary to revise any part of the RFP, addenda will be posted to www.emarylandmarketplace.com. It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

SECTION 2 SCOPE OF SERVICES

2.1 Summary

Frostburg State University (FSU) intends to hire a professional, executive search consultant firm to assist the University Search Committee (“Committee”) in the selection of Dean of the College of Education of Frostburg State University.

The Consulting Agreement to be signed as a result of this procurement can be found in Appendix A of this RFP.

The term of the resulting Consulting Agreement shall be an initial six (6) months with options to renew, at the System’s sole discretion, for an additional period not to exceed six (6) months.

2.2 Background

A. PROFILE OF FROSTBURG STATE UNIVERSITY

Frostburg State University is located in the Appalachian highlands (elevation 2,000 feet) of western Maryland. Of its more than 5,440 students, 21% are students of color, 4% are Hispanic and 2% Asian. Additionally 72 international students come from 17 countries. Approximately 2,100 reside on campus in 11 traditional halls and one apartment-style community. The main campus covers 260 acres within the town limits of Frostburg (population 7,500). The University also offers courses at the University System of Maryland at Hagerstown, on the Catonsville Campus of the Community College of Baltimore County and at Arundel Mills Regional Higher Education Center, as well as online.

FSU prides itself on being a dynamic, learning-centered organization that emphasizes teaching, but with opportunities for professional development and research. Students regularly build strong connections with faculty and staff members that often last beyond graduation.

The local region is rich in both history and outdoor activities. Students can visit nearby recreational areas—Rocky Gap, New Germany, and Deep Creek Lake State Parks—which offer camping, boating, swimming, hiking, and skiing. For more information, visit <http://www.frostburg.edu/about.cfm>.

B. DEAN OF THE COLLEGE OF EDUCATION

The Dean of the College of Education reports to the Provost and Vice President for Academic Affairs and is a member of the senior leadership team of the Academic Affairs Division. The Dean is the chief strategic planner for academic, administrative, human resource, and fiscal management of the College. The Dean supervises three academic departments, (Educational Professions, Health and Physical Education, and Recreation and Parks Management) with a total of approximately 52 full-time faculty and staff. The Dean is expected to play a significant leadership role on educational issues in the State of Maryland.

2.3. **Scope of Work**

- A. The Consultant will meet with the Committee and consult with it about the criteria by which candidates should be judged. Following these consultations, the Consultant shall review and comment on the University's written position description which delineates the nature and scope of the position of Dean of the College of Education, including, but not limited to, the reporting relationships, required background and experience, and desired personal characteristics and professional qualifications.
- B. The Consultant's staff will then identify and actively solicit applications from professionals who meet the identified criteria using the Consultant's proprietary files, nationwide consultant networks, original research, and such other resources as it may have. The Consultant will also research the backgrounds of individuals brought to its attention by the University.
- C. The Consultant will work closely with the University's Search Committee ("Committee") and its staff, to develop and evaluate a pool of candidates for the Search Committee's consideration in filling the position of Dean of the College of Education. The Consultant will review with the Search Committee a "long list" of candidates, including each candidate's background and qualifications, and assist the Committee in developing a shorter list of prospects.

The scope of work is divided into three phases:

- Phase I includes the development of the timeline and criteria.
- Phase II includes the identification of qualified and highly desirable candidates.
- Phase III includes the selection of a successful candidate.

2.3.1. Phase I Development of Timeline and Criteria

1. The search firm consultant will meet with the committee chair to develop a detailed work plan and timeline.
2. The search consultant will work closely with the committee to identify, articulate and prioritize evaluation criteria for candidates. Developing

advertising copy and the cost of advertising will be the responsibility of the University.

3. The consultant will work closely with the committee to develop procedures to maintain confidentiality.

2.3.2. Phase II Identification of Qualified and Highly Desirable Candidates

1. The consultant shall identify and actively solicit applications from professionals who meet the identified search criteria using the consultant's proprietary files, nationwide consultant networks, names from nominations and other resources as necessary and appropriate, particularly national professional education associations.
2. The consultant shall advise the committee on processes for tracking and reviewing responses and shall assist in developing rating procedures, forms and materials for the review process.
3. The consultant shall review with the committee a long list of candidates, including nominees and applicants recruited through advertising, and each candidate's background and qualifications. This step shall be taken after the consultant screens such a list for candidates who do not meet the minimum requirements. Subsequently, a short list of nominees will be brought forward by the search committee to the Provost for selection.
4. The consultant shall present detailed summaries on each candidate that it recommends to be interviewed by the committee. In addition, the consultant shall research the backgrounds of individuals brought to its attention by the committee. The consultant will schedule the interviews, coordinate travel arrangements, coordinate interview schedules and debrief the candidates. In addition the consultant will arrange for reimbursements for candidates' expenses.
5. For each recommended semi-finalist, the consultant will certify education credentials and obtain three or more professional references. The consultant will conduct in-depth personal interviews with these candidates and provide the committee with written assessments.
6. For each recommended finalist, the consultant may be asked to conduct additional in-depth reference checks, verifying facts and performance data provided by the candidate and also may be asked to provide an assessment of the candidate's ability to be successful. The results of such reference checks and assessments will be provided in a written report to the committee. Members of the committee may also be asked to make reference checks.

2.3.3. Phase III Selection & Announcement

1. The consultant may be required to assist in the deliberations of the finalists if requested by the committee.
2. The consultant may be required to assist the Provost in negotiating terms and conditions of the employment of the new Dean.
3. The Provost reserves the right to announce the hiring of the new Dean. The Consultant shall be required to keep this information confidential until the Provost notifies the successful individual and he or she accepts the position. The Provost shall also notify the unsuccessful candidates at the appropriate time.
4. The Consultant may be asked to assist in notifying all interested parties of the outcome of the search.

2.3.4. Records

While FSU is prepared to manage and retain search records and files, the search consultant will be expected to keep complete records of its search activities under the contract and shall share these records with the Provost as requested. The consultant shall retain records related to this contract for no more than three (3) years after final payment by FSU and shall make them available for inspection by authorized FSU representatives if requested. The Consultant shall at all times maintain confidentiality of search information and materials, especially concerning the identity of individual nominees and candidates.

2.3.5. Miscellaneous

1. Because the nature of the work involved in the search is both sensitive and highly confidential, the primary consultant assigned to the FSU Dean of the College of Education Search Committee must be an individual with whom the Committee Chair and the Provost and his representative can establish rapport and a productive working relationship. This determination will be made during the firm's oral presentations of its response to the RFP.
2. The consultant shall maintain contact with designated representatives of the committee, its staff and FSU throughout the term of the contract to report progress. Such contact may be by telephone, fax, e-mail, or upon reasonable notice, in person.
3. **The consultant must have a demonstrated track record of proactively recruiting comparable and suitable candidates for similar or peer institutions.**
4. The consulting firm will be reimbursed for airfare, mileage, hotel accommodations and other reasonable travel-related expense. The firm acknowledges that reimbursements and expenses are subject to the

Frostburg State University Travel Policies and Procedures. The firm may be required to obtain the prior approval of the search committee chair or his designee in order for any reimbursements, expenses and travel related expenditures to be paid. The firm shall only be paid for items or services that are specifically named in the contract.

5. The consultant shall devote sufficient resources and attention to this search to arrive at a successful completion within six (6) months of the search's beginning. The Provost recognizes that the most important outcome is to hire the best person and understands that circumstances may necessitate the search process going longer if the right person is not identified within 6 months. Additional time may be granted at no additional fee except for additional expenses.
6. The firm shall keep all information regarding the screening, search and selection process confidential, unless otherwise authorized in writing by the Chair of the Search Committee or the Provost. The Provost shall have the right to order, in writing, changes in the work within the scope of the contract.
7. If the finalist employed is terminated for any reason with or without cause by FSU, or if the finalist employed chooses to leave for any reason with or without cause, within one year, FSU may in its sole discretion direct the firm to re-do the search at no additional fee, charging only for expenses.

2.4 **Consultant's Compensation:**

2.4.1 **Consultant's Fee**

FSU will pay the Consultant for its services provided under this Contract on a fee basis. This fee is to be submitted as a fixed consultant fee.

This amount will be paid in six equal monthly installments payable on or about the 25th day of the month.

The Consultant's fee is to be considered a fixed fee. If the term of the contract is extended as noted under #1.17, there will **not** be any adjustment to the Consultant's fee unless the extension is due, as determined by FSU, to (i) an unforeseen condition or (ii) an action or inaction on the part of FSU.

2.4.2 **Reimbursable Costs**

The Consultant will be reimbursed (outside of the Consultant's fee noted above) by FSU for the following costs **only** upon the provision of appropriate documentation to verify the actual costs for such expenses and in accordance with FSU's travel policies . Please note that only actual costs will be reimbursed;

that is, no overhead or profit may be applied by the Consultant to these costs, only actual costs will be reimbursed.

- a. Direct travel costs of the Consultant: Direct travel costs are defined as reasonable costs associated with car rental, taxi cabs, automobile mileage, airfare costs, tolls, and parking costs only as well as hotel expenses and meals associated with long distance travel only.
- b. Direct communications costs are defined as telephone, fax and courier services only.

All other costs, other than those noted above, are the Consultant's responsibility and should be included in the Consultant's fee.

All proposers are to provide a not-to-exceed amount for reimbursements for direct travel costs and direct communications costs on their Price Proposal. FSU will establish a not-to-exceed allowance for such costs with the selected Consultant; that is, if costs exceed this established allowance, they will be the responsibility of the Consultant as FSU will only reimburse the Consultant up to the total amount of the allowance. If the term of the contract is extended as noted under #1.17, FSU will negotiate with the Consultant as to changes, if any, to this not-to-exceed allowance.

2.4.3 Candidate's out-of-pocket expenses paid by the Consultant

Such expenses are defined to be travel (automobile/air/taxi) costs, lodging, and food expenses only. The Consultant will be reimbursed for these expenses based on the actual costs only with no mark-up by the Consultant. The Proposer, therefore, will not be quoting any of these costs in their Price Proposal to FSU.

2.4.4 Payment Form

Prior to each payment, the Consultant will submit invoices itemizing, in a manner satisfactory to the Procurement Officer, for the monthly fee and reimbursable costs incurred during the preceding one (1) month period. Payment will be processed accordingly upon approval of the Consultant's invoices.

**SECTION 3
PROPOSAL REQUIREMENTS AND FORMS**

**INTRODUCTION/ OVERVIEW /PROCUREMENT PHASES
ARTICLE 1**

SUMMARY OF PROPOSAL SUBMITTALS/PRESENTATIONS:

Responses to the RFP solicitation # FSU-P12-04 are to consist of the following:

3.1.1. Proposal Submittal (Technical & Financial)

All Proposers will be required to submit **one (1) original and four (4) copies [for a total of five (5) sets]** of the Proposal, which are due by **2:00p.m. on September 9, 2011 to the Issuing Office.** (Refer to Section 1, Item 1.7 for more details.) FSU reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

The selection procedure for this procurement requires that the technical evaluation of the proposals be conducted before the financial data is distributed to the committee. Consequently, each proposal **must be submitted as two separate volumes** as indicated Article 2 of this Section 3. **Failure to do so may constitute disqualification of a vendor's proposal.**

3.1.2. Oral Presentation (see Article 3 of this Section 3 for detailed information):

Only those Proposers who are short-listed based on the initial proposal evaluation will be requested to give an Oral Presentation. The date and times of these sessions will be set upon completion of the Initial Evaluation; however, it is anticipated that the Oral Presentation will be expected to be conducted sometime in October 2011. Note that proposers will be notified if they are short-listed and will be invited to present an oral presentation.

The proposed key personnel identified in the technical proposal **must** attend the Oral Presentation Session.

At the time the Oral Presentation Sessions are scheduled, FSU will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested key personnel. Following the Oral Presentation Session, a Second Phase Evaluation will be conducted. (See Section 4 for details).

END OF SECTION 3, ARTICLE 1

**SECTION 3
PROPOSAL REQUIREMENTS AND FORMS**

**TECHNICAL AND PRICE PROPOSAL REQUIREMENTS
ARTICLE 2**

3.2.1. TECHNICAL PROPOSAL:

The Technical Proposal must be submitted as a single submittal **in a sealed container**. The container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the word, " PROPOSAL", and shall be delivered on, or before **2:00p.m. on September 9, 2011** to FSU's Procurement Office at the address noted in "Section 1 of the RFP as "The Issuing Office". One (1) original and four (4) copies [for a total of five (5) sets are to be provided.] The original is to be clearly labeled.

3.2.2. TECHNICAL PROPOSAL REQUIREMENTS:

1. Transmittal Letter

A transmittal letter prepared on the Proposer's business stationery must accompany the original and all copies of each required volume. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his/her firm to all statements, including services and prices, contained in the proposal and any RFP addenda. The letter shall include the Name and Address of Proposer, as well as, the person(s) [include a telephone number, telefax number, and e-mail address] responsible for responding to any inquiries or other correspondence related to this RFP or the Proposer's proposal. The letter must also provide detailed information itemizing and explaining any exception to the terms, conditions, and requirements set forth in this RFP.

2. Proposal Criteria

Clear, concise, yet detailed responses to Item 3.2.3 below are to be provided in the proposal.

Note: If the Proposer has multiple firm locations, FSU is interested in the capabilities and experience of the office that will primarily provide the service to FSU. Unless otherwise stated below, all requested information about the Proposer is required to be specifically limited to the local office that will serve FSU's needs.

3. **Signing of Forms**

The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

4. **Proposal Affidavit**

State Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A** of this RFP. Proposers must complete, sign and return this affidavit.

5. **Insurance**

Provide a copy of a Certificate of Insurance verifying your firm's coverage for Commercial General Liability in an amount of at least \$1 million.

6. **Acknowledgement Of Receipt Of Addenda Form:**

If any addenda to the solicitation documents are issued prior to the due date and time for proposals, this form (found in **Appendix A**) is to be completed, signed, and included in the Proposer's Technical Proposal. **Failure to acknowledge receipt of amendment (if any) with the submission of proposal shall it non-responsive and it shall not be considered.**

3.2.3. **TECHNICAL PROPOSAL CRITERIA**

The following information must be furnished in the firm's Technical Proposal submittal. Failure to include any of the items listed below may disqualify a firm's response. Criteria are listed in order of importance. Proposer should describe in detail and provide evidence supporting the qualifications below.

All Proposers are to compile their proposals in the order listed below and in response to this RFP. Tabs or dividers are requested in the proposal to separate each criteria response and pages are to be numbered.

1. **Key Personnel/References:**

1.1 **Principal Consultant:** Identify and provide the resume of the Proposer's Principal Consultant who will be assigned to FSU. This person will play the key role in the provision of the requested consulting services.

- 1.2 **Other Key Personnel:** Identify the other key personnel who will be involved in this engagement, their assigned roles and the resume for each.
- 1.3 **Key Personnel References:** Provide three (3) client references for the Principal Consultant. Such references are to include names of contacts, email and telephone numbers for all references. Such references should be able to speak to these key personnel's performance on contracts similar to FSU; one (1) reference **MUST** be from a higher education institution.

FSU reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including any person or persons associated with the references. FSU also reserves the right to request additional references or contact any known firm associated with the Proposer, as well as, itself even if not provided as a reference by the Proposer. References will be held in the strictest of confidence.

NOTE: Personnel Commitment: By submitting the names under this Key Personnel section, the Proposer is committing these individuals to FSU for this contract, if awarded. No personnel change will be permitted without written authorization from FSU via a contract amendment.

2. **Approach to the Provision of Services:** Provide your firm's approach to each element of this engagement; these are:
 - Provide an overview for the project demonstrating the Proposer's understanding of the work to be done while taking into consideration the FSU environment and the role of the Search Committee.
 - Provide the tasks to be accomplished by the Consultant including its recommendations for the logical manner in which these should be performed.
 - Provide a description of **how** the Consultant proposes to provide its services inclusive of the interaction with the Search & Screening Committee.

3. **Firm Profile/Experience/References:**

- 3.1 **Firm Profile:** Provide a brief but informative history of your firm inclusive of the number of years in business, number of years providing executive search services, total number of employees with a breakdown of professional staff, administrative staff and clerical staff. Information provided in this section must be from the office that will be providing these services to FSU and NOT that of a parent organization, if any.

Provide a list of your firm's current major clients over the last five (5) years.

3.2 **Firm Experience:** Complete the Firm Experience Form (found in Appendix A) on three (3) projects of similar scope and complexity performed over the last 5 years. Projects may be from both private and public sector clients, however, **at least two (2) projects must be from higher education institutions.**

For each project/contract, provide the title, period of performance, dollar amount, description of work performed, assigned personnel and a narrative that explains the relevancy of the project to the FSU engagement. Higher consideration will be given to firm experience which includes senior academic leadership positions.

3.2.4. **PRICE PROPOSALS:**

The Price Proposal must be submitted in a sealed container. The container shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

The Price Proposal form is included in **Appendix C**. Price Proposals will be opened privately after the second phase technical evaluation is completed.

As provided on the Price Proposal form, Proposers are to quote (1) its **fixed** fee for the provision of services required under this engagement and (2) a not-to-exceed (NTE) amount for reimbursable costs and expenses, as defined below.

The **fixed** fee is to include **all** costs associated with the provision of services with the exception of the following items **only**, which will be handled as reimbursables for which FSU will reimburse the Consultant for such items up to the NTE amount based on the actual costs only (based on appropriate documentation) without any mark-up by the awarded firm; that is, no overhead or profit may be applied by the Consultant to these costs, only actual costs will be reimbursed.

- Direct travel costs which are defined as reasonable costs associated with car rental, taxi cabs, automobile mileage, airfare costs, tolls, and parking costs only as well as hotel expenses and meals associated with long distance travel only in accordance with FSU travel policy.
- Direct communications costs are defined as telephone, fax and courier services only.

Note: All other costs, other than those noted above, are the Consultant's responsibility and should be included in the Consultant's fee.

FSU will pay the awarded firm the applicable monthly fee plus the actual costs associated with the reimbursable costs and expenses as defined above.

END OF SECTION 3, ARTICLE 2

SECTION 3

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 3

ORAL PRESENTATIONS/PRICE PROPOSALS

3.3.1. ORAL PRESENTATION:

Only those Proposers who are short-listed, based on the initial proposal evaluation, will be requested to present an Oral Presentation Session.

The due date and time of the Oral Presentation Sessions will be set by FSU upon completion of the initial proposal evaluation, however, these sessions are anticipated to be held in October 2011. The actual time on this date will be verified with the applicable Proposers at the time it is requested. The time and date is at the sole discretion of FSU.

The purposes of the Oral Presentation are as follows:

- (i) to allow FSU and the University to meet the Proposer's Principal Consultant and other key people and to allow these key people to convey their expertise and applicable experience;
- (ii) for the Proposer to present its approach to the provision of services under this engagement;
- (iii) to provide an opportunity to clarify the scope of services for this contract; and,
- (iv) review the Price Proposal form.

At this time, each Proposer will be required to have present, the Principal Consultant and any of the other proposed key personnel who are needed to present the Proposer's approach to the provision of services to FSU and the University at this session.

The Oral Presentation Session forum will be informal as FSU is **not** interested in a marketing presentation; rather, FSU is requesting a round table discussion with each of the short-listed firms.

Upon completion of the Oral Presentations Sessions, FSU will conduct the Second Phase Evaluation as described in "Section 4".

END OF SECTION 3, ARTICLE 3

END OF SECTION 3

**SECTION 4
EVALUATION AND SELECTION PROCEDURES**

4.1 COMMITTEE

All vendors' proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish a committee to review and rate the proposals. The committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The committee may request additional technical assistance from any source.

4.2 EVALUATION PROCEDURE

The committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a vendor's proposal. FSU reserves the right to waive a mandatory requirement when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by FSU.

The intent of this RFP is to provide Consulting Firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of FSU. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the University's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

4.3 TECHNICAL EVALUATION

The committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria.

The criteria that will be used by FSU for the technical evaluation of the proposals for this specific procurement are listed in Section 3, Article 2 of the solicitation document. Please note, however, that reference checking will be done on only those proposers who are short-listed based on the initial technical evaluation noted below.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in FSU's best interest.

4.3.1 **Initial Technical Evaluation:**

Technical Proposals will be evaluated by the University's committee. The committee will rank and rate all technical proposals and recommend a short-list of the best qualified proposers to advance further in the procurement process. The recommended short-list is subject to review and approval of the Procurement Officer. Proposers on the approved short-list will continue in the procurement process and be asked to participate in an Oral Presentation Session.

Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of its firm's technical proposal. Those firms not on the approved short-list will have their Financial Proposals returned.

4.3.2 **Second Phase Technical Evaluation:**

Following the Oral Presentations, a second technical evaluation will be conducted in which all categories of the technical proposal will be re-evaluated based on the Oral Presentation Session. Contract and Key Personnel References will be incorporated during this evaluation. The order of importance of the technical criteria will remain the same.

The committee may recommend reduction of the short list upon completion of the Oral Presentations. Upon review and approval of the revised short list by the Procurement Officer all proposers will be advised as to their status. Those firms not on the revised approved short-list will have their Financial Proposals returned.

4.4 **PRICE PROPOSAL EVALUATION**

4.4.1 Price Proposals will not be opened publicly.

4.4.2 Price Proposals will be evaluated based on the total price [its (i) fixed fee for the provision of services required under this engagement and (ii) a not-to-exceed (NTE) amount for any reimbursable costs] for the engagement within the funds available.

4.4.3 FSU may elect to request Best & Final Price Proposal(s).

4.4.4 FSU will establish a financial ranking of the proposals, from lowest to highest total offers. The lowest total offer will rank highest in the evaluation of price, with subsequently higher quotes receiving lower rating.

4.5 **BEST AND FINAL OFFERS**

When in the best interest of FSU, the committee may recommend and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers. However, FSU has the right to accept the best proposal as submitted, without discussion or negotiation, and may do so. Proposers should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

4.6 **FINAL RANKING AND SELECTION**

The scoring of the price proposal will be combined with the corresponding total technical scores based on the Second Phase Technical Evaluation to determine the final ranking. Scores will not be normalized. **Technical merit will be given substantially greater weight than price in the final ranking.** The committee will make a recommendation to the Procurement Officer on the award of the contract to the responsible Proposer whose proposal is determined to be the most advantageous to FSU and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the firm that provides the best overall value to FSU.

FSU may select one or more Contractors to further engage in negotiations. FSU reserves the right to make an award with or without negotiations.

END OF SECTION 4

SECTION 5
TERMS AND CONDITIONS OF THE PROPOSAL

- 5.1. Proposer's Responsibility.** Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office per “Item 1.3” of the RFP. An Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.
- 5.2 General Requirement.** Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement. Proposers must paginate each proposal volume and are requested to provide tabs to separate responses to the technical criteria.
- 5.3 Confidentiality.** A Proposer should give specific attention to the identification of those portions of the proposal that the Proposer deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Proposers are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Proposer's position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.
- 5.4 Oral Presentation Sessions.** Vendors who submit proposals may be required to make individual presentations to the University representatives. (See Section 3, Article 3, for further information.).
- 5.5 Evaluation Of Proposals.** Contract Award will be made to the responsible Proposer(s) whose proposal best meets the needs of FSU as determined by the Procurement Officer. All proposals will be evaluated by a FSU evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of a contract to the vendor(s) whose proposal(s) is/are determined to be the most advantageous to FSU. (See Section 4 for further information).
- 5.6 Proposal Affidavit and Certifications.** State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc.. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included as **Appendix C** of the RFP.

- 5.7 Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the RFP.
- 5.8 Multiple Proposals.** Vendors may not submit more than one proposal.
- 5.9 Alternate Solution Proposals.** Vendors may not submit an alternate to the solution given in this RFP.
- 5.10 Telegraphic/Facsimile Proposal Modifications.** Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the State issuing agency prior to such time and, provided further, the State agency is satisfied that a written confirmation of the modification with the signature of the Proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the State agency until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.
- 5.11 Contractor Responsibilities.** Frostburg State University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendors(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. Frostburg State University's intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom Frostburg State University has a reasonable objection. Notification of such objection will be made by Frostburg State University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.
- 5.12 Public Information Act.** Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement,). Failure to comply may result in rejection of your proposal.

- 5.13 Arrearages.** By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.
- 5.14 Taxes.** Frostburg State University is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.
- 5.15 RFP Response Materials.** All written materials submitted in response to this RFP become the property of Frostburg State University and may be appended to any formal documentation, which would further define or expand the contractual relationship between Frostburg State University and the successful vendor(s).
- 5.16 Debriefing of Unsuccessful Proposers.** A debriefing of an unsuccessful Proposer shall be conducted upon written request submitted to the Procurement Officer within 10 days after the Proposer knew or should have known its proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

The debriefing shall be limited to discussion of the unsuccessful Proposer's proposal only and shall NOT include discussion of a competing Proposer's proposal. The debriefing may include information on areas in which the unsuccessful proposer's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.

- 5.17 Maryland Public Ethics Law, Title 15.** The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the bidder/Proposer has any questions concerning application of the State Ethics law to the bidder/Proposer's participation in this procurement, it is incumbent upon the bidder/Proposer to see advise from the State Ethics Commission; The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll free phone number 877-669-6085, or see the website ethics.gov.state.md.us.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/Proposer to obtain advise from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

END OF SECTION 5

APPENDIX A

TECHNICAL PROPOSAL FORMS

Firm Experience Form

Proposal Affidavit Form

Acknowledgement of Receipt of Addenda Form

APPENDIX A - FIRM EXPERIENCE - RFP #FSU-P12-04

Page 1 of 2

PROPOSER: _____

The Proposer is to provide three (3) contracts that he/she deems the most similar or relevant to the FSU contract. Contracts listed should demonstrate experience in the provision of services that are similar to the FSU scope of services.

1. Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Description of services performed _____

Dates services provided: _____

Dollar Volume of Contract: _____

2. Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Description of services performed _____

Dates services provided: _____

Dollar Volume of Contract: _____

APPENDIX A - FIRM EXPERIENCE - RFP #FSU-P12-04

Page 2 of 2

PROPOSER: _____

3. Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Description of services performed _____

Dates services provided: _____

Dollar Volume of Contract: _____

APPENDIX A (Page 1 of 7)
PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) Been convicted of any criminal violation of a state or federal antitrust statute;

(c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d), above;

(f) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows:

(indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows

(you must indicate the reasons why the affirmations cannot be given without qualification);

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated code of Maryland will provide, directly or indirectly, supplies, services, architectural services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Proposer or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and procurement Article of the Annotated Code of Maryland, which require that

every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters in contracts, leases, or other agreements with the State of Maryland, including it agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate for in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

- (c) Prohibit its employees from working under the influence of drugs and alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace,
 - (ii) The business' policy of maintaining a drug and alcohol free workplace,
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J(2)(b), above;
- (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement, and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination, or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____)(foreign____) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state.)

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution

) and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: FSU-P12-04

PROPOSAL DUE DATE: Friday September 9, 2011 @ 2:00 p.m.

RFP FOR : EXECUTIVE SEARCH CONSULTING SERVICES
DEAN OF THE COLLEGE OF EDUCATION

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

Name Printed

Title

Date

END OF FORM

APPENDIX B
CONTRACT FORMS/INFORMATION

FSU CONSULTANT AGREEMENT FORM
CONTRACT AFFIDAVIT FORM
FSU TRAVEL POLICY REIMBURSEMENTS

Consultant Agreement
Frostburg State University
Contract No. _____

This Agreement is made this ____ day of _____, 20 ____, between the Frostburg State University ("FSU"), a constituent institution of the University System of Maryland ("USM"), and _____ with principal offices located at _____ ("Consultant").

Recitals. The Consultant has been awarded a contract to provide services for FSU upon the terms and conditions set forth herein, and the Consultant is willing to undertake those services ("the Project") upon such terms and conditions. The Consultant represents that the Consultant is professionally qualified to render the professional services required by FSU, as explained in its solicitation response. **The Consultant affirms that Consultant and members of the Consultant's professional team providing services under this Agreement ("Consulting Team") are not Maryland State employees and as well, if this Consulting Services Agreement is Federally funded, are not Federal Employees.** If Consultant or any member of the Consulting Team is a former state employee who retired under SB1 of 1996, Consultant affirms that established protocol has been followed, including receipt of approval from the Board of Public Works that the retired state employee may provide services under this Agreement.

NOW, THEREFORE, FSU and the Consultant agree as follows:

1.0 Professional Services

1.1 The Consultant shall perform the Project as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A. The Consultant shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.

1.2 The maximum fee for the Consultant's professional services is _____. The Consultant's fees for services required to complete the Project shall not exceed the maximum fee.

1.3 The FSU Office of the Provost will designate a staff member to act as coordinator ("Project Coordinator") between FSU and the Consultant. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Consultant should be directed to the Project Coordinator and also to any other FSU personnel designated by the Project Coordinator. Direct contact or communication by the Consultant with other FSU offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.

1.4 The professional consulting team for the Project shall be the same team identified in the Consultant's submittal responding to FSU's solicitation unless (a) a change is requested by the Consultant and approved in writing by the Project Coordinator; or (b) a

change is requested in writing by the Project Coordinator for good cause, in which case the Consultant shall make an appropriate substitution, subject to FSU's approval, and notify FSU in writing. Major changes in the Consultant's organization or personnel (other than the Consulting Team) shall be reported to FSU in writing as they occur.

1.5 All terms and conditions of FSU's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Consultant for changes in the solicitation or the terms and conditions of the contract are not binding upon FSU and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by FSU.

2.0 PRESS RELEASES

Neither the Consultant nor any member of the Consulting Team shall issue any press release to any publication, including newspapers, without first clearing the text with and receiving prior written approval from the Project Coordinator.

3.0 MONTHLY PROGRESS REPORT AND SCHEDULES (if applicable)

3.1 The Consultant shall file with the Project Coordinator a monthly progress report and schedule for the Project. One copy shall be sent to the Project Coordinator in sufficient time to be received no later than the tenth day of the month immediately following the end of the month covered by the report.

3.2 Each report shall include a summary of accomplishment during the past month, a projection of work to be accomplished during the month the report is filed, and a long-range projection of work to be accomplished during the next three months. Any information requirements from FSU and the dates such information is necessary in order to maintain the schedule shall be specifically identified in these reports.

3.3 A monthly report and schedule shall be submitted until the Project is completed.

3.4 The schedule shall clearly show (under "Remarks") the reason(s) for any delay(s) such as Project clarification or revision, delay in receipt of FSU information or approvals, etc., and shall include the dates that each delay started and ended.

4.0 PAYMENTS

4.1 Payment requests (invoices) shall be sent to the Accounts Payable Office (Attn: Kathy Neubauer), Frostburg State University, Hitchins Building, Frostburg, MD 21532

4.2 Invoices shall be presented at the beginning of each month covering service during the previous month. The Consultant shall furnish each invoice with the Purchase Order or Contract number clearly indicated.

4.3 No invoice will be processed if there is a dispute between FSU and the Consultant as to the current or cumulative services provided.

4.4 FSU's approval of periodic payments to the Consultant shall not constitute, in any sense, approval or acceptance by FSU of the Project work performed through the date of the invoice or of the Consultant's assertion of percentage of the Project work completed through the date of the invoice.

4.5 When required by FSU to substantiate the degree of completion claimed in any application for periodic payments, the Consultant shall furnish FSU with copies of the documents evidencing the degree of completion claimed.

4.6 All Consultant invoices to FSU shall set forth the Consultant's Federal Employer identification number, which is _____.

5.0 PROJECT REVIEW MEETINGS

If so requested by the Project Coordinator, the Consultant shall meet as soon as possible after execution of this Agreement with the Project Coordinator and other FSU staff to discuss final details relative to commencement of and performance of the Project, invoices and payments, or other issues related to the Project work.

6.0 OWNERSHIP OF DOCUMENTS

6.1 All documents which are prepared by the Consultant or any member of the Consulting Team that form a part of the Project work under this Agreement shall be the property of FSU and shall be delivered to FSU upon termination of this Agreement if FSU so requests. The Consultant shall be responsible for the protection and/or replacement of any original documents in its possession. FSU shall receive all original drawings, renderings, reports, or other materials, together with electronic copies of these items if available, and the Consultant shall retain a reproducible copy.

6.2 For the consideration payable under this Agreement, all work product required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. FSU shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The Consultant hereby assigns all rights, title and interest in and to the work to FSU and agrees to require all members of the Consulting Team, as well as any agents or subcontractors of Consultant involved in Project work, to agree in writing that they assign to FSU all right, title and interest in work product required by this Agreement.

6.3 For the consideration payable under this Agreement, the Consultant agrees to report promptly to FSU any invention arising out of the Work required by this Agreement. FSU shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Consultant or a member of the Consulting Team as part of the performance of Work. The Consultant hereby assigns all right, title and interest in and to inventions made in the course of the Work to FSU and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Consultant shall require all members of the Consulting Team, as well as any agents or subcontractors of

Consultant involved in Project work, to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment to FSU of inventions arising out of the Project work.

7.0 FSU PROCUREMENT TERMS AND CONDITIONS

Mandatory Contract Terms and Conditions (7.1 through 7.18) are attached hereto as Schedule 1 and are incorporated into this agreement.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless FSU, the State of Maryland, University System of Maryland ("USM"), and their respective agents, servants and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project work by the Consultant, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent or willful act or omission of the Consultant or any employee, agent or subcontractor of the Consultant. This obligation is not intended to be or to imply a waiver of the sovereign immunity of FSU, USM or the State of Maryland. The University does not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers or officials.

BY SIGNING BELOW, THE CONSULTANT AFFIRMS THAT CONSULTANT AND ALL MEMBERS OF THE CONSULTING TEAM ARE NOT MARYLAND STATE EMPLOYEES. AS WELL, IF THIS CONSULTING AGREEMENT IS FUNDED BY A FEDERAL GRANT (I.E. 02-5-XXXXX ACCOUNT SEE FAS NO. BELOW), CONSULTANT AFFIRMS THAT CONSULTANT AND ALL MEMBERS OF THE CONSULTING TEAM ARE NOT FEDERAL EMPLOYEES. AS WELL, IF CONSULTANT OR ANY MEMBER OF THE CONSULTING TEAM IS A FORMER STATE EMPLOYEE WHO RETIRED UNDER SB 1 OF 1996, CONSULTANT AFFIRMS REQUIRED PROTOCOL HAS BEEN FOLLOWED, INCLUDING RECEIPT AND APPROVAL FROM THE BOARD OF PUBLIC WORKS THAT THE RETIRED STATE EMPLOYEE MAY PROVIDE SERVICES UNDER THIS AGREEMENT.

FSU:

Consultant:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

****NOTE: Contract is not valid unless signed by a FSU authorized Procurement Officer***

XX

XXXXXXXXXXXX

BUDGETARY DATA:

Requisition No.

FRS No.

Title

XX

XXXXXXXXXXXX

EXHIBIT A

To CONSULTING SERVICES AGREEMENT ("Agreement") made the ___ day of _____,
20___, between Frostburg State University, ("FSU") and
_____ ("Consultant").

This document is Exhibit A to the Agreement.

Consultant warrants that it will provide all services necessary to fulfill the complete scope of services outlined in the specifications for the quoted costs noted on this Exhibit.

**SCHEDULE 1 TO CONSULTANT AGREEMENT
MANDATORY TERMS AND CONDITIONS**

7.1 Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

7.2 Disputes

This contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

7.3 Maryland Law Prevails.

The laws of Maryland shall govern the interpretation and enforcement of this Contract.

7.4 Nondiscrimination in Employment.

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post

in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

7.5 Contingent Fee Prohibition.

The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it, has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

7.6 Multi-Year Contracts Contingent Upon Appropriations.

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

7.7 Termination for Default.

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies And Procedures.

7.8 Termination for Convenience.

The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned

up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

7.9 Delays and Extensions of Time.

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

7.10 Modifications.

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

7.11 Suspension of Work.

The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

7.12 Pre-existing Regulations.

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

7.13 Payment of State Obligations.

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

7.14 Financial Disclosure.

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

7.15 Political Contribution Disclosure.

The Contractor shall comply with Article 33, Sections 30-1 through 30-4 of the Annotated Code of

Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

The statement shall be filed with the State Administrative Board of Election Laws:

- a. before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and
- b. if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.

7.16 Retention of Records.

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

7.17 Compliance with Laws.

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as,

from time to time hereafter, may be necessary to remain so qualified;

b. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

7.18 Cost and Price Certification.

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

a. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or

b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

c. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete,

or not current."

Travel Reimbursement Policy

Air Travel:	Coach only
Use of Personal Car:	55.5 cents per mile
Per Diem Rates: (includes tax and tips)	\$ 42.00 per day
	\$8.00 breakfast
	\$10.00 lunch
	\$24.00 dinner

Other ground transportation: Receipts for actual costs

Note: Additional information concerning FSU Travel Policy is available online at:

<http://www.frostburg.edu/admin/ap/travel.htm>

APPENDIX C

PRICE PROPOSAL FORM

PRICE PROPOSAL FORM
(Page 1 of 3)

PROPOSAL NO. FSU-P12-04

PRICE PROPOSAL DUE DATE: Friday September 9, 2011 @ 2:00 p.m.

PROPOSAL FOR: EXECUTIVE SEARCH CONSULTING SERVICE
DEAN OF THE COLLEGE OF EDUCATION

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as FSU cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by FSU may not be withdrawn by the vendor.

1. **CONSULTANT FIXED FEE:** Quoted fixed fee to provide the scope of services per the RFP documents (excluding allowable reimbursables per the RFP which are priced below in #2)

(in words and figures)

_____ dollars (\$ _____)

2. **QUOTED NOT-TO-EXCEED (NTE) AMOUNT FOR IDENTIFIED, ALLOWABLE REIMBURSABLES:** Quoted, not-to-exceed amount for reimbursables for direct travel costs and direct communications costs per the RFP documents:

(in words and figures)

_____ dollars (\$ _____)

PRICE PROPOSAL FORM
(Page 2 of 3)

PROPOSAL NO. FSU-P12-04
PRICE PROPOSAL DUE DATE: Friday September 9, 2011 2 2:00 p.m.
PROPOSAL FOR: EXECUTIVE SEARCH CONSULTING SERVICES
DEAN OF THE COLLEGE OF EDUCATION

PROPOSER: _____

Note: Per the RFP document under #2.3.3, candidates' out-of-pocket expenses paid by the Executive Search Consultant are **NOT** to be included in this Price Proposal; that is these costs, if any, will be reimbursed to the awarded Executive Search firm outside of the quoted reimbursable costs noted above in #2.

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this RFP, including a not-to-exceed amount for the allowable reimbursables per the RFP but excluding candidates' out-of-pocket expenses as noted above. We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

We further confirm that the key personnel named within our Technical Proposal will be assigned to the FSU Contract for the duration of this contract. We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made.

(Signatures should be placed on following page.)

PRICE PROPOSAL FORM

(Page 3 of 3)

FSU-P12-04

PROPOSAL NO.

PROPOSER: _____

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____ FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____
SIGNED _____
Printed Name _____
Title: _____

B. CO-PARTNERSHIP PRINCIPAL

_____ (Name of Co - Partnership)
ADDRESS _____
In Presence of Witness: TELEPHONE NO. _____
_____ as to BY _____ (Partner)
Printed Name: _____
_____ as to BY _____ (Partner)

C. CORPORATE PRINCIPAL

Printed Name: _____
_____ (Name of Corporation)
ADDRESS _____
TELEPHONE NO. _____

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:

Signature of Officer and Title

Printed Name

Title