CONTRACT MODIFICATION AGREEMENT

Date: March 15, 2017
Contract No.: UCP-TS-020-06
Modification No.: One (1)

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)
Contractor: Buffkin & Associates dba Buffkin/Baker
Commodity: Executive Search Consulting Services

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

1. The contractor's name shall be changed to reflect the amended name due to the merger of the Higher Education Executive Search services between Baker, Parker & Associates and Buffkin & Associates LLC. The new contract name shall reflect this merger of these services as of March 1, 2017.

Previous Contract Name:
Baker, Parker & Associates, Inc

New Contract Name:
Buffkin/Baker

Except as provided herein, all terms and conditions of Contract Number UCP-TS-020-06, as heretofore changed, remain unchanged and in full force and effect.

[Signatures]

Contractor: [Signature]
Name and Title: [Rolland Lundy, Operating Partner]
3-16-17

Virginia Tech: [Signature]
By: Kimberly Dulaney, CPSM, CUPO
Name and Title: Assistant Director and Contracts Manager
September 15, 2015

Jerry Baker
Baker & Associates LLC
4799 Olde Towne Pkwy
Marietta GA 30068

Dear Mr. Baker:

Subject: Virginia Tech Contract #UCP-TS-020-06
Commodity/Service: Executive Search Services

Thank you for responding to my letter of September 2, 2015 and agreeing to renew the contract for an additional two years. The contract will now expire January 31, 2018.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Kimberly Dulaney, CPSM, CUPO
Assistant Director & Contracts Manager
Telephone: (540) 231-8543

KDD/kbl

c: F.M. Pro
Yohna Chambers
Baker and Associates LLC

**FULL LEGAL NAME**
(Company Name as it appears with your Federal Taxpayer Number)

**BUSINESS NAME/ DBA NAME/TA NAME**
(If different than Full Legal Name)

Baker and Associates LLC

**BILLING NAME**
(Company name as it appears on your invoice)

**PURCHASE ORDER ADDRESS:**

**P O BOX ADDRESS 1**
4799 Olde Towne Parkway, Suite 202

**STREET ADDRESS 2**
Marietta

**CITY**

**STATE**
GA

**ZIP CODE**
30068

Jerry Baker

**CONTACT PERSON**

jbaker@baasearch.com

**EMAIL**

**FEDERAL TAXPAYER NUMBER**

**FEDERAL TAXPAYER NUMBER**
(If different than ID# above)

**FEDERAL TAXPAYER NUMBER**
(If different than ID# above)

**PAYMENT ADDRESS:**

**P O Box 249**

**PAYMENT P O BOX ADDRESS 1**

**PAYMENT STREET ADDRESS 2**
Macon

**CITY**

**STATE**
NC

**ZIP CODE**
27551

770-395-2761

**PHONE NUMBER**

**TOLL FREE NUMBER**
770-395-2776

**FAX NUMBER**
September 2, 2015

Dear Mr. Baker:

Subject: Virginia Tech Contract # UCP-TS-020-06
Commodity/Service: Executive Search Services

This is to inform you that the subject contract expires January 31, 2016. Since the university would like to renew the contract for an additional two years, please advise concerning your intention by signing in the appropriate space listed below. Please return this letter to me by September 25, 2015.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

[Signature]
Kimberly Dulaney, CPSM, CUPO
Assistant Director & Contracts Manager
Telephone: (540) 231-8543

Baker & Associates agrees to renew the contract for an additional two years in accordance with the terms and conditions of the subject contract.

Authorized Signature: [Signature]
Name: Anya H. Gray
Title: Principal

Baker & Associates does not agree to renew the contract for an additional two years.

Authorized Signature: __________________________
Name: __________________________
Title: __________________________

KDD/kbl c: FMP

Approved: [Signature]
Kimberly Dulaney, CPSM, CUPO
Assistant Director and Contracts Manager

Date: 9/15/15

---

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
### Baker and Associates LLC

#### FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

#### BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

Baker and Associates LLC

#### BILLING NAME
(Company name as it appears on your invoice)

Baker and Associates LLC

#### PURCHASE ORDER ADDRESS:

**P O BOX ADDRESS 1**

4799 Olde Towne Parkway, Suite 202

**STREET ADDRESS 2**

Marietta

**CITY**

**GA**

30068

**STATE**

**ZIP CODE**

Jerry Baker

**CONTACT PERSON**

jbaker@baasearch.com

**EMAIL**

#### FEDERAL TAXPAYER NUMBER

(If different than ID# above)

#### PAYMENT ADDRESS:

**Same**

**P O BOX ADDRESS 1**

**PAYMENT STREET ADDRESS 2**

Macon

**CITY**

**NC**

27551

**STATE**

**ZIP CODE**

**PHONE NUMBER**

770-395-2761

**TOLL FREE NUMBER**

770-395-2776

**FAX NUMBER**
Janurary 21, 2014

Jerry Baker  
Baker and Associates LLC  
4799 Olde Towne Parkway Suite 202  
Marietta GA 30068

Dear Mr. Baker:

Subject: Virginia Tech Contract # UCP-TS-020-06  
Commodity/Service: Executive Search Services

Thank you for responding to my letter of December 12, 2013 and agreeing to renew the contract for an additional two years. The contract will now expire January 31, 2016.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Kimberly Dulaney  
Assistant Director & Contracts Manager  
Telephone: (540) 231-8543

KDD/kbl  
c: F.M. Pro  
Yohna Chambers
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<th><strong>VENDOR INFORMATION FORM</strong></th>
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<td><strong>for office use</strong></td>
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<tr>
<td><strong>Kim Dulaney</strong></td>
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| **Baker and Associates LLC** |                  |
| **FULL LEGAL NAME**          | **FEDERAL TAXPAYER NUMBER** |
| (Company Name as it appears with your Federal Taxpayer Number) | (If different than ID# above) |

| **BUSINESS NAME/ DBA NAME/TA NAME** | **FEDERAL TAXPAYER NUMBER** |
| (If different than Full Legal Name) | (If different than ID# above) |

| Baker and Associates LLC |                  |
| **BILLING NAME**         | **PAYMENT ADDRESS:** |
| (Company name as it appears on your invoice) | Same |

| **PURCHASE ORDER ADDRESS:** |                  |
| P O BOX ADDRESS 1 | **PAYMENT P O BOX ADDRESS 1** |
| 4799 Olde Towne Parkway, Suite 202 | **PAYMENT STREET ADDRESS 2** |
| STREET ADDRESS 2 |                  |

| Marietta | **CITY** |
| GA 30068 | **STATE** | **ZIP CODE** |

| Jerry Baker | **CONTACT PERSON** |
| jbaker@baasearch.com | **EMAIL** |

| **PHONE NUMBER** | **TOLL FREE NUMBER** |
| 770-395-2761 | 770-395-2776 |

<p>| <strong>FAX NUMBER</strong> |</p>
<table>
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December 12, 2013

Dear Mr. Baker:

Subject: Virginia Tech Contract # UCP-TS-029-06
Commodity/Service: Executive Search Services

This is to inform you that the subject contract expires January 31, 2014. Since the university would like to renew the contract for an additional two years, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by January 6, 2014.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

Kimberly Dulaney
Assistant Director & Contracts Manager
Telephone: (540) 231-8543

Baker and Associates LLC agrees to renew the contract for an additional two years in accordance with the terms and conditions of the subject contract.

Authorized Signature:  

Name: [Please print]  

Date: 1-14-14  

Title: Principal

Baker and Associates LLC does not agree to renew the contract for an additional two years.

Authorized Signature:  

Name: [Please print]  

Date:  

Title: 

Approved:  

Kimberly Dulaney
Assistant Director & Contracts Manager
Date: 1/31/14

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
Baker and Associates LLC

FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

BUSINESS NAME/DBA NAME/TA NAME
(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER
(If different than ID# above)

Baker and Associates LLC

BILLING NAME
(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER
(If different than ID# above)

PURCHASE ORDER ADDRESS:

PAYMENT ADDRESS:

Same

PAYMENT PO BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

4799 Olde Towne Parkway, Suite 202

Marietta

CITY

STATE 30068

ZIP CODE

Jerry Baker

CONTACT PERSON

EMAIL jbaker@baasearch.com

PHONE NUMBER 770-395-2761

TOLL FREE NUMBER 770-395-2776

FAX NUMBER
September 27, 2011

Jerry Baker
Baker and Associates LLC
4799 Olde Towne Parkway, Suite 202
Marietta, GA 30068

Dear Mr. Baker:

Subject: Virginia Tech Contract # UCP-TS-020-06
Commodity/Service: Executive Search Services

Thank you for responding to my letter of August 24, 2011 and agreeing to renew the contract for an additional two years. The contract will now expire January 31, 2014.

The attached form shows your company information as listed in the university’s vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

W. Thomas Kaloupek
Director of Materials Management
Telephone: (540) 231-6221

WTK/kbl

c: F.M. Pro
Lisa Wilkes
BAKER AND ASSOCIATES LLC
FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

BUSINESS NAME/DBA NAME/TA NAME
(If different than Full Legal Name)

BILLING NAME
(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:
P O BOX ADDRESS 1
4799 OLDE TOWNE PARKWAY, SUITE 202
STREET ADDRESS 2
MARIETTA
CITY
GA 30068
STATE ZIP CODE

JERRY BAKER
CONTACT PERSON
JBAKER@BAASEARCH.COM
EMAIL

PAYMENT ADDRESS:
SAME
PAYMENT P O BOX ADDRESS 1
PAYMENT STREET ADDRESS 2
CITY
STATE ZIP CODE

PHONE NUMBER
770/395-2761
TOLL FREE NUMBER
770/395-2776
FAX NUMBER
September 1, 2009

Jerry Baker
Baker and Associates, Inc.
10 Glenlake Parkway South Tower, Suite 140
Atlanta, GA 30328

Dear Mr. Baker:

Subject: Virginia Tech Contract # UCP-TS-020-06
Commodity/Service: Executive Search Services

Thank you for responding to my letter of August 17, 2009 and agreeing to renew the contract for an additional two years. The contract will now expire January 31, 2012.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

W. Thomas Kaloupek
Director of Materials Management
Telephone: (540) 231-6221

WTK/kbl

c: F.M. Pro
Lisa Wilkes
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<table>
<thead>
<tr>
<th><strong>CONTACT PERSON</strong></th>
<th><strong>PHONE NUMBER</strong></th>
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<tr>
<td>JERRY BAKER</td>
<td>770/395-2761</td>
</tr>
<tr>
<td><strong>EMAIL</strong></td>
<td><strong>TOLL FREE NUMBER</strong></td>
</tr>
<tr>
<td><a href="mailto:JBAKER@BAASEARCH.COM">JBAKER@BAASEARCH.COM</a></td>
<td>770/395-2776</td>
</tr>
<tr>
<td><strong>FEDERAL TAXPAYER NUMBER</strong></td>
<td><strong>Fax Number</strong></td>
</tr>
<tr>
<td></td>
<td>770/395-2776</td>
</tr>
</tbody>
</table>
September 7, 2007

Jerry Baker
Baker and Associates LLC
10 Glenlake Parkway
South Tower, Suite 140
Atlanta, GA 30328

Dear Mr. Baker:

Subject: Virginia Tech Contract #UCP-TS-020-06
Commodity/Service: Executive Search Services

Thank you for responding to my letter of August 28, 2007 and agreeing to renew the contract for an additional two years. The contract will now expire January 31, 2010.

The attached form shows your company information as listed in the university’s vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

W. Thomas Kaloupek
Director of Materials Management
Telephone: (540) 231-6221

WTK/kbl

c: F.M. Pro
Lisa Wilkes
Baker and Associates LLC
FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

Baker and Associates LLC
BILLING NAME
(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:
10 Glenlake Parkway
ADDRESS 1
South Tower, Suite 140
ADDRESS 2
Atlanta
CITY
GA 30328
STATE ZIP CODE
Jerry Baker
CONTACT PERSON
jbaker@baasearch.com
EMAIL

PAYMENT ADDRESS:
Same
ADDRESS 1

FEDERAL TAXPAYER NUMBER

FEDERAL TAXPAYER NUMBER
(If different than ID# above)

FEDERAL TAXPAYER NUMBER
(If different than ID# above)

770/395-2761
PHONE NUMBER

770/395-2776
TOLL FREE NUMBER

FAX NUMBER
COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: UCP-TS-020-06

This contract entered into this 1st day of February 2006 by Baker, Parker & Associates, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to Virginia Tech as set forth in the Contract Documents.


COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents and as confirmed by exchange of correspondence for each search engagement.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request for Proposal (RFP) number 615492 dated October 5, 2005, the proposal submitted by the Contractor dated November 3, 2005 and the Contractor's letter dated December 26, 2005, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor
By: ____________________________
   (Signature)
   Name and Title: Baker - Parker, Inc.

Virginia Tech
By: ____________________________
   W. Thomas Kaloupek
   Director of Purchasing
Request for Proposal #615492

for

Executive Search Consulting Services

October 5, 2005

Commodity Code 91885
RFP 615492
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Thomas W. Kaloupek, Phone: (540) 231-6221, e-mail: kals@vt.edu.

DUE DATE: Sealed Proposals will be received until November 4, 2005, at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department (0333), 270 Southgate Center, Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

TYPE OF BUSINESS: (Please check all applicable classifications)

___ Large.

___ Small. A concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

___ Minority-Owned. A business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.

___ Women-Owned. A business enterprise that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
<th>CONTRACTOR'S REGISTRATION</th>
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<tr>
<td>(Company name as it appears with your Federal Taxpayer Number)</td>
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<tr>
<th>BUSINESS NAME/DBA NAME/TA NAME</th>
<th>FEDERAL TAXPAYER NUMBER (If different than ID# above)</th>
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<th>BILLING NAME</th>
<th>FEDERAL TAXPAYER NUMBER (If different than ID# above)</th>
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<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE (IN INK)</th>
<th>DATE</th>
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<tr>
<th>E-MAIL ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER</th>
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</thead>
</table>
Executive Search Consulting Services

I. PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced search consulting firms to establish a contract or contracts through competitive negotiations for executive search consulting services for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia. Offerors with an expertise and current experience with executive search consulting services as outlined in the RFP are invited to submit proposals.

II. BACKGROUND: Virginia Tech, located in Blacksburg, Virginia, is the Commonwealth's largest university with over 25,000 students. The university is comprised of eight colleges and a graduate school which offers 60 bachelor's degrees and 110 masters and doctoral degrees. In addition, there are 118 Virginia Cooperative Extension offices and 4-H Centers and 12 research stations located across the state of Virginia. The university is also the region's largest employer with over 1,500 full-time instructional faculty, 1,200 other faculty and research associates, and 3,400 support staff.

III. CONTRACT PERIOD: The term of this contract is for two years, or as negotiated. There will be an option for multiple two-year renewals, or as negotiated.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a trading partner within the eVA system.

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at www.eva.state.va.us and complete the Ariba Commerce Services Network registration. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your company conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: evaregishelp.dgs.state.va.us, or call 866-289-7367.

V. CONTRACT PARTICIPATION

Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP institutions include: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Tech, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at http://www.ExploreVirginiaColleges.com/. In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification
of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all VASCUPP members and public institutions accessing the Contract. Participating public bodies shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any VASCUPP member, or public body and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating public body from using other contracts or competitive processes as required by law.

If mutually agreeable, this contract may also be accessed by Virginia Tech-related corporations.

VI. Statement of Needs: The University, recognizing the need to attract and retain highly experienced personnel, seeks to enhance its existing recruitment procedures by securing the services and resources of executive search firm or firms when filling particular vacancies within the University. The firm or firms selected must have demonstrable qualifications and experience in the placement of individuals to positions within a higher education, not-for-profit institution.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements:
1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to:

Virginia Polytechnic Institute and State University
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it
appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross references the RFP requirements. Information, which the offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

B. Specific Requirements: Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the General Information Form and addenda, if any, signed and filled out as required.

2. Execution of Services:

Provide detail for the items in this section that are applicable to your firm's expertise:

a. Describe how the firm plans to provide consulting and advisory services related to the recruitment of University executive and senior management, including positions within the academic and administrative areas of the university.

b. Describe how the firm plans to provide consulting and advisory services related to the recruitment of University veterinary medicine clinical specialists, surgeons and other related positions.
c. Describe how the firm plans to provide consulting and advisory services related to the recruitment of University executive and senior management specifically in the area of student affairs.

d. Describe how the firm plans to provide consulting and advisory services related to the recruitment of University senior scientific and technical administrative directors.

e. Describe and/or specify any other areas of expertise the firm has in consulting and advising services.

f. Describe how the firm plans to provide consulting and advisory services related to the recruitment of information technology professionals.

g. Describe how the firm plans to provide consulting and advisory services related to the recruitment of development and fundraising officers for the university.

h. Advise of the restrictions and limitations, if any, to the University hiring unsuccessful candidates for other university positions.

3. Financial Proposal:

a. Describe the fees that will be charged for the Services. Please include the firm’s best price for the searches, if applicable, include the (1) percent of total first year’s cash compensation for professional fee, (2) professional fee or administrative fee, if any, and (3) maximum dollars to be paid if the firm has a cap on the total fee, if any.

b. Advise if the firm is willing to accept 1/3 of the fee at start-up, 1/3 after initial pass of candidates are presented to the university and 1/3 after the finalist is selected. If not, what is the firm’s best offer?

c. If employment for a hired candidate should be terminated within one year from the start date of the hired candidate, will your firm guarantee to conduct a new search for no further professional fee? Include restrictions to this guarantee, if any.

d. Describe the fee structure for lower level positions if different than executive and senior management positions.

e. Advise if firm is willing to agree to an optional two-tier contract that might consist of the firm developing and supplying a candidate pool to the university without managing or being involved in the remainder of the search process. If firm has a pricing structure for different services please provide.

f. Describe how the University will benefit from any cost savings by accepting the firm’s proposal.

4. Firm Information, experience, personnel and references:

a. Provide a brief history of the firm and its experience in providing executive search services similar to those described in this RFP.

b. Provide information on the individuals that will be assigned to provide service to the University. Include a description of their experience in providing similar consulting and advisory services related to executive searches.
c. Provide examples of the firm's recent success in identifying competitive woman and minority candidates.

d. Describe the firm's past working relationships with search committees.

e. Provide four (4) references, either educational or governmental, for which the firm has provided services similar to those described herein. Include the dates the services were furnished, the client name, address and the name, phone number and email address of the individual that Virginia Tech has your permission to contact.

f. Provide a list of any clients lost within the last three years which includes a contact name and phone number, length of service of the account, and the reason for the loss. A loss would include clients that ceased doing business with the firm because an adequate candidate pool was not supplied, or clients that formally terminated contractual obligations to the firm prior to or directly following completion of a search due to dissatisfaction.

g. Provide a copy of the firm's most recent audited financial statements.

5. Other information:

Provide any additional information that should be considered in evaluating the firm's proposal.

VIII. SELECTION CRITERIA AND AWARD

A. Selection Criteria: Proposals will be evaluated by Virginia Tech using the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Execution of services</td>
<td>40</td>
</tr>
<tr>
<td>2. Financial proposal</td>
<td>30</td>
</tr>
<tr>
<td>3. Firm information, references and experience</td>
<td>30</td>
</tr>
</tbody>
</table>

Total 100

B. Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror(s) so selected, Virginia Tech shall select the offeror(s), which, in its opinion, has made the best proposal(s), and shall award the contract(s) to that offeror(s). Virginia Tech may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia,) Should Virginia Tech determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. A sample of the standard contract form is provided as Attachment (B).
IX. **CONTRACT ADMINISTRATION:**

A. Lisa J. Wilkes, Chief of Staff for the Executive Vice President and Chief Operating Officer, Virginia Tech or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

X. **ATTACHMENTS:**

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form
ATTACHMENT A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1 E).

In every contract over $10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:
   1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
   3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. ANTI-TRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Virginia Tech and the Commonwealth of Virginia under said contract.

3. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

4. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of Virginia Tech.

5. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:
   A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract
   B. Virginia Tech may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Virginia Tech a credit for any savings. Said compensation shall be determined by one of the following methods:
      1) By mutual agreement between the parties in writing; or
      2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or
      3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same
mark-up shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Virginia Tech or with the performance of the contract generally.

6. CLAIMS. Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia 24061, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

7. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

8. COMMONWEALTH OF VIRGINIA PURCHASING MANUAL FOR INSTITUTIONS OF HIGHER EDUCATION AND THEIR VENDORS: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review in the Virginia Tech Purchasing Department or by accessing URL http://www.purch.vt.edu on the Web.

9. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

10. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Virginia Tech, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Virginia Tech may have.

11. DRUG-FREE WORKPLACE: In every contract over $10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12. EO/AA STATEMENT: Virginia Tech, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.

13. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any
payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

14. FACSIMILE PROPOSALS: Facsimile unsealed proposals received in the Virginia Tech Purchasing Department prior to the time and date designated for proposal submission will be accepted.

For sealed Request for Proposal (RFP) programs, an offeror may fax a proposal to a non-Virginia Tech third party, who in turn must deliver it, with the number of copies specified in the RFP, to the Purchasing Department in a sealed envelope before the proposal due date and time. All information requested in the Proposal Preparation and Submission section of the RFP must be delivered with each copy of the proposal.

15. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

16. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature, furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Virginia Tech or failure of Virginia Tech to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

17. LATE PROPOSALS: To be considered for selection, proposals must be received by the Virginia Tech Purchasing Department (0333), Room 270 Southgate Center, Blacksburg, Virginia 24061, by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Virginia Tech Purchasing Department. Proposals received in the Virginia Tech Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. Virginia Tech is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intrauniversity mail system, or another means of delivery. It is the sole responsibility of the offeror to insure that its proposal reaches the Virginia Tech Purchasing Department by the designated date and hour.

18. MANDATORY USE OF VIRGINIA TECH FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Virginia Tech form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

19. PAYMENT:

A. TO PRIME CONTRACTORS:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Virginia Tech or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

B) TO SUBCONTRACTORS:

1) A contractor awarded a contract under this solicitation is hereby obligated:
a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

b) To notify Virginia Tech and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

20. PRECEDENCE OF TERMS: Paragraphs 1, 2, 3, 7, 8, 9, 13, 15, 18, and 19 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

21. PUBLIC NOTICE OF AWARD: Public notice of the purchase order/contract award will be posted on the Public Information Board located in the lobby of the Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia, if the value of the transaction is $15,000 or more. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.

22. QUALIFICATIONS OF OFFERORS: Virginia Tech may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to Virginia Tech all such information and data for this purpose as may be requested. Virginia Tech reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Virginia Tech further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Virginia Tech that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

23. TAXES: Sales to Virginia Tech and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

24. TESTING AND INSPECTION: Virginia Tech reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

25. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price(s) offered are for FOB destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

26. USE OF BRAND NAMES: Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Virginia Tech in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Virginia Tech to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

27. NONDISCRIMINATION OF CONTRACTORS: An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

28. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic
procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to Virginia Tech should participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Failure to register may result in the proposal being rejected.

29. PARKING PERMITS: Effective October 31, 2002, Virginia Tech Parking Services will require the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned, that park on campus. The cost of the permit is the same as the faculty/staff permit. Permit options include one year, six months, three months, summer, or day. Permits are available through application at Virginia Tech Parking Services, 455 Tech Center Drive, Blacksburg, Virginia 24061. Additional information is available at http://www.parking.vt.edu/vbc.htm or by calling Parking Services at (540) 231-3200.
ATTACHMENT B

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: ______________________

This contract entered into this ___ day of ___________ 20___, by ____________________, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the ____________ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From ______________________ through ______________________

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number __________ dated ______________, together with all written modifications thereof and the proposal submitted by the Contractor dated __________ and the Contractor's letter dated __________, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: Virginia Tech

By: ________________________________ By: ________________________________

Title: ______________________________

14
Virginia Polytechnic Institute and
State University (Virginia Tech)
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

To Whom It May Concern:

This will constitute the response of Baker-Parker, Inc. to RFP No. 615492 for executive search consulting services for Virginia Tech. We appreciate being one of the search firms under consideration.

I am enclosing a summary of the work I have done in higher education, including clients, searches, and professional references. This will address your several requests regarding the areas of searches we have conducted for universities.

Should we have the opportunity to continue our relationship with Virginia Tech, I would be the lead consultant for the engagements and would be assisted by two Principals in our firm, Martin Baker and Anya Gray. Biographical information is enclosed in the materials.

Our methodology in working with a university client is as follows:

**Define Objectives and Specifications:**

- **Understand the purposes and goals of Virginia Tech.** We visit the organization, its leadership, and those involved in the search in order to gain an understanding of the history, structure, and operations of the organization. We meet with the hiring authority, the Search Committee, and all interested parties involved in the search.

- **Develop a position specification.** We work with the leadership of the organization and the Search Committee in identifying basic responsibilities, title, reporting relationships, and experience required in order to prepare the position specification.

**Identify and Assess Candidates:**

- **Original research and candidate identification.** Using both original research as well as a careful review of our database, complemented by advertising the position in

appropriate publications, we produce qualified candidates to compare and evaluate against the position specification and each other.

- **Candidate assessment.** We obtain an understanding of the accomplishments, capabilities, strengths and weaknesses, and potential for advancement for each candidate through resume review, telephone screens, and personal interviews.

**Facilitate Interviews:**

- **Candidate interviews.** We assess each candidate presented in order to assist the hiring authority in the evaluation of credentials. It is our practice to confirm degrees and conduct credit and criminal checks with the approval of the candidates. We also review all biographical information and ask each candidate to sign a statement of accuracy.

- **Present best qualified candidates to the organization.** Through written and/or oral reviews by the search consultant, we prepare an appraisal report describing the experience and qualifications of each candidate.

**Candidate Follow-up:**

- **Recruit the preferred candidate.** We are very involved in working with the client in concluding the search process, including salary and benefit negotiations, when appropriate.

- **Ongoing follow-up with successful candidate.** We maintain close contact with successfully placed candidates, including quarterly telephone conversations to ensure a smooth transition.

**Additional Services:**

- **Conduct reference checks on final candidates.** We speak directly with individuals who are in positions to evaluate the candidate’s performance in recent years, references that will include both those supplied by the individual, as well as additional reference contacts.

- **Ensure qualified candidates.** Our search process is inclusive, not exclusive. We target the best candidates, regardless of race or gender. We contact a large number of people as sources of information to ensure that we target and develop the best possible candidates. We ensure confidentiality to each candidate until the time when we must release a final group to the media and/or begin checking references.

In response to the financial proposal, our professional fee is one-third of the first year’s total cash compensation. This fee is invoiced in three equal increments at the beginning of the search and 30 and 60 days thereafter. In addition to the professional fee, the expenses incurred are also invoiced. These include administrative and research expenses incurred internally as well as communication costs, travel costs, express delivery, etc. The expenses vary considerably
depending upon the amount of travel involved, but are tending to range in the $10 - $15,000 range in total for a search.

If the individual selected should leave Virginia Tech within one year of the start date, we would conduct the search again for expenses only.

Our minimum level search is for a position with a compensation of $150,000.

We do not get involved in projects that are less than a full and complete search.

Our firm has consistently maintained a professional and personal commitment to affirmative action and diversity. In the last year, we have successfully placed women and minority applicants in highly visible positions at institutions such as the University at Albany-SUNY, the University of Chicago, the University of Minnesota, Ohio University, Rice University, and Tufts University.

Our firm takes great pride in the personal attention we devote to every search. We have had the privilege in recent years to conduct six searches for Virginia Tech, and the resulting familiarity we have with Virginia Tech, its leadership, and the Blacksburg community would be quite advantageous to the successful marketing of the University. Our attention to detail and thoroughness of approach is well known in the marketplace.

We are a privately held firm and do not publish our financial statements. You are welcome to check with any of the national credit agencies.

We would be honored to continue our working relationship with Virginia Tech and look forward to those possibilities.

Sincerely yours,

Jerry H. Baker

Enclosures
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Thomas W. Kaloupek, Phone: (540) 231-6221, e-mail: kals@vt.edu.

DUE DATE: Sealed Proposals will be received until November 4, 2005, at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department (0333), 270 Southgate Center, Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

TYPE OF BUSINESS: (Please check all applicable classifications)

- [ ] Large
- [x] Small. A concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- [ ] Minority-Owned. A business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- [ ] Women-Owned. A business enterprise that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

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<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE (IN INK)</th>
<th>DATE</th>
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<tr>
<td>Jerry H. Baker</td>
<td>[ Redacted ]</td>
<td>November 3, 2005</td>
</tr>
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<th>E-MAIL ADDRESS</th>
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<th>FULL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER</th>
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<tr>
<td><a href="mailto:jbaker@bpasearch.com">jbaker@bpasearch.com</a></td>
<td>770-395-2761</td>
<td>-</td>
<td>770-804-1917</td>
</tr>
</tbody>
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FIRM INTRODUCTION

Prepared for:

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

Prepared by:

Jerry H. Baker

November 3, 2005
JERRY H. BAKER
ACADEMIC, HEALTH SCIENCES, AND NOT-FOR-PROFIT CLIENTS

- University of Akron
- University of Alabama
- The University at Albany, State University of New York
- American Council on Education
- American University
- Arizona State University
- University of Arizona
- University of Arkansas
- Auburn University
- Ball State University
- Binghamton University of the State University of New York
- Biomedical Research Institute
- Brandeis University
- Business Higher Education Forum
- J. Bulow Campbell Foundation
- Case Western Reserve University
- Central Institute for the Deaf
- University of Chicago
- University of Cincinnati
- University of Colorado
- Columbia University
- Community of Science
- Consortium for International Earth Sciences Information Network (CIESIN)
- Cornell University
- DePaul University
- Drexel University
- Duke University
- Embry-Riddle Aeronautical University
- Emory University
- Environmental Research Institute of Michigan (ERIM)
- University of Florida
- University of North Florida
- Henry Ford Museum
- Georgetown University
- University of Georgia
- University System of Georgia
- Georgia Institute of Technology
- Golden Key International Honour Society
- Green Mountain College
- Greenville, SC Hospital System
- Harvard University
- Howard University
- Illinois State University
- Northern Illinois University
- University of Illinois
- Indiana University
- Industrial Technology Institute
- Institute of Paper Science and Technology
- University of Iowa
- Johns Hopkins University
- Eastern Kentucky University
- University of Kentucky
BAKER•PARKER
GLOBAL EXECUTIVE SEARCH

- Longwood College
- James Madison University
- Massachusetts Institute of Technology
- Meredith College
- Merit Network, Inc.
- Miami University
- Michigan Information Technology Network
- Michigan Technological University
- Michigan Virtual Automotive College
- University of Michigan
- Midwest Research Institute
- University of Minnesota
- University of Missouri
- NACUBO (National Association of College and University Business Officers)
- National Collegiate Athletic Association
- National Institute of Aerospace Associates
- University of Nevada at Reno
- New School for Social Research
- New York University
- The State of North Carolina
- The University of North Carolina System
- North Carolina State University
- University of North Carolina at Chapel Hill
- University of North Carolina at Charlotte
- Northeastern University
- Northwestern University
- Oak Ridge Associated Universities
- Ohio State University
- Ohio University
- Partners HealthCare System, Inc. (Massachusetts General Hospital and Brigham and Women’s Hospital)
- University of Pennsylvania
- Princeton University
- Rensselaer Polytechnic Institute
- Rhode Island School of Design
- Rhodes College
- Rice University
- University of Rochester
- University of the South
- University of South Carolina
- University of Tennessee
- Texas A&M University
- University of Texas Health Science Center at San Antonio
- University of Texas Medical Branch at Galveston
- University of Toronto
- Tufts University
- Tulane University
- Utah State University
- Vanderbilt University
- University of Virginia
- Virginia Polytechnic Institute & State University
- Wake Forest University
- Walden University
• Walden Institute for Learning and Leadership
• Washington University in St. Louis
• Wesleyan University
• Western Michigan University
• Yale University
JERRY H. BAKER

SEARCHES IN ACADEMIC, HEALTH SCIENCES, AND NOT-FOR-PROFIT SECTORS

- President & Chief Executive Officer, Biomedical Research Institute
- President & Chief Executive Officer, Environmental Research Institute of Michigan (ERIM)
- President & Chief Executive Officer, The Greenville Hospital System
- President & Chief Executive Officer, Industrial Technology Institute
- President, Merit Network, Inc.
- President, Michigan Information Technology Network
- President & Chief Executive Officer, Michigan Virtual Automotive College
- President, National Collegiate Athletic Association
- President & Chief Executive Officer, Oak Ridge Associated Universities
- President, University of Akron
- President, Ball State University
- President, University of Georgia
- President, Green Mountain College
- President, University of Illinois
- President, Indiana University
- Chancellor, Indiana University at Bloomington
- President, University of Kentucky
- President, Longwood College
- President, James Madison University
- President, Meredith College
- President, Miami University
- President, University of Michigan
- President, Michigan Technological University
- President and Executive Director, National Institute of Aerospace Associates
- President, University of North Carolina System
- Chancellor, North Carolina State University
- President, University of North Florida
• President, University of Tennessee
• President, Rensselaer Polytechnic Institute
• President, Virginia Tech
• Director, National Renewable Energy Laboratory and Senior Vice President, Midwest Research Institute
• Athletic Director, Emory University
• Athletic Director, University of Georgia
• Athletic Director, University of Nevada at Reno
• Athletic Director, University of Washington
• Executive Director, Business-Higher Education Forum, American Council on Education
• Executive Director, J. Bulow Campbell Foundation
• Executive Director, Golden Key International Honour Society
• Executive Director, Johns Hopkins University Information Security Institute
• Executive Director, Hamilton Campus, Miami University
• Executive Director, Governor's Commission on Infant Mortality, State of North Carolina
• Director, Central Institute for the Deaf
• Vice President for Health Sciences, University of Iowa
• Senior Vice President and Provost for Health Affairs, University of Cincinnati
• Provost and Executive Vice President for Academic Affairs, University at Albany - SUNY
• Provost and Senior Vice President, University of Akron
• Provost and Vice Chancellor for Academic Affairs, University of Arkansas
• Provost and Vice President for Academic Affairs, Ball State University
• Provost and Senior Vice President for Academic Affairs, Brandeis University
• Senior Vice President & Provost, University of Cincinnati
• Provost, DePaul University
• Provost, Duke University
• Vice President, Academic Affairs, Eastern Kentucky University
• Provost, Embry-Riddle Aeronautical University
• Provost, Georgetown University
• Vice President of Academic Affairs, Meredith College
• Vice President, Academic Affairs & Provost, University of Michigan
• Provost, North Carolina State University
• Executive Vice Chancellor and Provost, University of North Carolina at Chapel Hill
• Vice Chancellor, Academic Affairs and Provost, University of North Carolina at Charlotte
• Provost & Senior Vice President, Academic Affairs, Northeastern University
• Provost, Ohio University
• Provost, Rensselaer Polytechnic Institute
• Executive Vice President, Rhodes College
• Executive Vice President and Provost, University of South Carolina
• Vice Chancellor and Provost, Southern Illinois University
• Vice President and Provost, University of Toronto
• Vice President and Provost, University of Virginia
• Provost, Virginia Tech
• Provost, Wake Forest University
• Vice President for Agricultural Administration and Executive Dean, College of Agriculture, Ohio State University
• Vice President, Human Resources, Partners HealthCare System, Inc.
• Associate Vice Chancellor, Human Resources, Vanderbilt University
• Vice Chancellor, Human Resources, Washington University in St. Louis
• Vice President for Research and Dean of the Graduate School, University of Akron
• Vice Chancellor for Research, University of Illinois at Urbana-Champaign
• Vice President for Research and Dean of the Graduate School, University of Iowa
• Vice President for Research, University of Michigan
• Vice Chancellor for Research and Dean of Graduate Studies, University of North Carolina at Chapel Hill
• Vice President for Research, Ohio State University
• Vice Chancellor for Research and Graduate Studies, Southern Illinois University
• Vice Provost for Research and Graduate Studies, State University of New York at Binghamton
• Vice President for Research, Western Michigan University
• Vice President & Chief Scientist, Consortium for International Earth Science Information Network (CIESIN)

• Vice President for Business and Finance and Chief Financial Officer, University of Akron

• Executive Vice President, Finance & Administration, Brandeis University

• Vice President for Budget & Finance, University of Colorado

• Vice President, Finance, The Henry Ford Museum

• Senior Vice President for Administration, Johns Hopkins University

• Director of Finance & Planning and Chief Financial Officer, Institute of Paper Science and Technology

• Vice President, Business and Finance and Chief Financial Officer, Meredith College

• Vice President for Finance and Business Services, Miami University

• Vice President & Chief Financial Officer, University of Michigan

• Vice President, Operations & Finance, Michigan Technological University

• Vice President for Finance & Physical Planning, University of Minnesota

• Vice President for Accounting and Finance Programs, NACUBO

• Vice Chancellor, Business & Finance, University of North Carolina at Chapel Hill

• Vice President for Finance and Administration, Ohio University

• Vice President, Business & Community Relations, University of the South

• Vice President for Business Affairs, University of Texas Health Science Center at San Antonio

• Executive Vice President for Business Affairs and Chief Financial Officer, University of Texas Health Science Center at San Antonio

• Vice President, Administration, Tufts University

• Vice President for Finance & Treasurer, Tufts University

• Vice President for Business and Finance and Chief Financial Officer, Utah State University

• Executive Vice President and Chief Operating Officer, Virginia Tech

• Vice President for Business Affairs, Virginia Tech

• Associate Vice President & Director of Facilities, Virginia Tech

• Chief Financial Officer and Controller, Washington University in St. Louis

• Vice Chancellor and Chief Investment Officer, Washington University in St. Louis

• Associate Vice President for Financial Services, Georgia Institute of Technology
• Director of Budgeting and Planning, Georgia Institute of Technology
• Associate Vice President for Business & Finance, University of Illinois
• Associate Vice President, Finance & Controller, University of Michigan
• Assistant Vice President, Investments and Banking, University of Missouri
• Assistant Dean, Finance, School of Medicine, Washington University in St. Louis
• Vice President for Student Affairs, University of Akron
• Vice President & Dean for Campus Life, Emory University
• Vice President, Student Services, University of Michigan
• Vice President for Student Services, Utah State University
• Vice President for University Advancement, University of Alabama
• Vice President for Marketing, Communications, and Enrollment Management, Ball State University
• Senior Vice President for Development & Alumni Relations, Brandeis University
• Vice President for Development, James Madison University
• Vice Chancellor for Development and University Relations, University of North Carolina at Chapel Hill
• Vice Chancellor for University Extension and Engagement, North Carolina State University
• Vice President and Dean for University Extension, Utah State University
• Vice President for Development and University Relations, Virginia Tech
• Associate Vice President of Development, Brandeis University
• Associate Vice President for Medicine & Associate Dean for Clinical Practice, Johns Hopkins University School of Medicine
• Vice Provost, University Outreach, Virginia Tech
• General Counsel & Secretary of the Corporation, Cornell University
• General Counsel, University of Michigan
• General Counsel, Washington University in St. Louis
• Vice President for Information Technologies, Libraries and Institutional Planning and CIO, University of Akron
• Executive Director, University Computing and CIO, American University
• Vice President for Information Services and CIO, Case Western Reserve University
• Executive Vice President, Community of Science
• Vice President for Information Technology and CIO, Cornell University
• Director of Cornell Information Resources, Cornell University
• Vice Provost, Information Technology and CIO, Emory University
• Chief Operating Officer, Information Technology Division, Emory University
• Director, Computing Resources Services, Emory University
• Vice President for Information Services and CIO, Georgetown University
• Vice Chancellor for Information and Instructional Technology and CIO, University System of Georgia
• Vice President for Information Technology and CIO, Illinois State University
• Associate Vice President for Telecommunication, Indiana University
• Executive Associate Vice President for Information Technology and Deputy Chief Information Officer, Indiana University
• Head, Pervasive Technology Laboratories, Indiana University
• Director, Information Technology and CIO, University of Iowa
• Chief Information Officer, Johns Hopkins University
• Director, Information Technology Delivery, Massachusetts Institute of Technology
• Executive Director, Information Technology and CIO, University of Michigan
• Associate Vice Provost for Information Technology, University of Michigan
• Director of Information Technology Service, School of Information, University of Michigan
• Director, Operations Management, Information Technology Division, University of Michigan
• Director, Product Development and Deployment, Information Technology Division, University of Michigan
• Chief Information Officer, University of Minnesota
• Associate Vice Chancellor, Computing, Columbia Campus, University of Missouri
• Vice President, Information Technology and CIO, New School for Social Research
• Associate Vice President and CIO, Computing Services, Binghamton University of the State University of New York
• Vice Chancellor for Information Technology, University of North Carolina at Chapel Hill
• Vice President, Information Technology and Chief Information Officer, Princeton University
• Director, Data Base Administration, Princeton University
• Director, Distributed Information Systems, Princeton University
• Manager of Collaboration Services, Princeton University
• Vice President and CIO, University of South Carolina
• Vice Chancellor, Division of Information & Infrastructure, University of Tennessee
• Associate Provost for Information Technology and CIO, Texas A&M University
• Chief Information Officer, University of Texas Health Science Center at San Antonio
• Director of Administrative Computer Systems Implementation, University of Texas Health Science Center at San Antonio
• Vice President, Information Technology, Tufts University
• Vice President, Information Technology and Chief Information Officer, Tulane University
• Vice President for Information Technology and Chief Information Officer, University of Virginia
• Chief Information Officer, Walden University
• Director, Information Technology and CIO, Wesleyan University
• Director, Information Technology and CIO, Yale University
• Dean, Division of Architecture and Design, Rhode Island School of Design
• Dean, College of Architecture, Washington University in St. Louis
• Dean, College of Fine and Applied Arts, University of Akron
• Dean, School of Art, University of Michigan
• Dean, School of Art, Washington University in St. Louis
• Dean, Sam Fox School of Design and Visual Art, Washington University in St. Louis
• Dean, School of Arts & Sciences, Johns Hopkins University
• Vice Provost and Dean of the College Faculty, University of Rochester
• Dean, College of Biological Sciences, Ohio State University
• Dean, Graduate School of Biomedical Sciences, University Texas Health Science Center at San Antonio
• Dean, Weatherhead School of Management, Case Western Reserve University
• Dean, College of Business Administration, University of Cincinnati
• Dean, College of Management, Georgia Institute of Technology
• Dean, College of Business Administration, University of Iowa
• Dean, School of Business, Meredith College
• Dean, Richard T. Farmer School of Business Administration, Miami University
• Dean, School of Business, University of Michigan
• Dean, Carlson School of Management, University of Minnesota
• Dean, College of Business Administration, Northeastern University
• Dean, College of Business, Northern Illinois University
• Dean, College of Business, Utah State University
• Dean, Babcock Graduate School of Management, Wake Forest University
• Dean, Calloway School of Business and Accountancy, Wake Forest University
• Dean, School of Dentistry, University of Michigan
• Dean, College of Dental Medicine, Tufts University
• Dean, College of Education, University of Akron
• Dean, School of Education, University of Arizona
• Dean, College of Education and Human Development, University of Minnesota
• Dean, College of Education and Psychology, North Carolina State University
• Dean, School of Education and Human Development, State University of New York at Binghamton
• Dean, College of Engineering, University of Akron
• Dean, School of Engineering, Arizona State University
• Dean, School of Engineering & Applied Science, Columbia University
• Dean, College of Engineering, Drexel University
• Dean, Division of Engineering and Applied Sciences, Harvard University
• Dean, Whiting School of Engineering, Johns Hopkins University
• Dean, College of Engineering, University of Michigan
• Dean, College of Engineering, Ohio State University
• Dean, College of Engineering, Rensselaer Polytechnic Institute
• Dean, Brown School of Engineering, Rice University
• Dean, College of Engineering, Utah State University
• Dean, School of Engineering and Applied Science, University of Virginia
• Dean, College of Engineering, Virginia Tech
• Dean, School of Engineering & Applied Science, Washington University in St. Louis
• Dean, College of Humanities and Social Sciences, North Carolina State University
• Dean, College of Humanities, Arts, and Social Sciences, Utah State University
• Dean, Grady College of Journalism and Mass Communication, University of Georgia
• Dean, School of Journalism, University of North Carolina at Chapel Hill
• Dean, School of Law, University of North Carolina at Chapel Hill
• Dean, School of Law, Washington University in St. Louis
• Dean, College of Mathematical & Physical Sciences, Ohio State University
• Dean, School of Medicine, Southern Illinois University
• Dean, School of Medicine, University of Texas Health Science Center at San Antonio
• Dean, School of Medicine, University of Texas Medical Branch at Galveston
• Dean, School of Natural Resources, North Carolina State University
• Dean, College of Pharmacy, University of Michigan
• Dean, College of Physical and Mathematical Sciences, North Carolina State University
• Dean, School of Professional Studies in Business and Education, John Hopkins University
• Dean, Nelson A. Rockefeller College of Public Affairs and Policy, University at Albany - SUNY
• Dean, School of Public Health & Tropical Medicine, Tulane University
• Dean, Heller Graduate School for Advanced Studies in Social Welfare, Brandeis University
• Dean, School of Social Service Administration, University of Chicago
• Dean, School of Social Work, University of North Carolina at Chapel Hill
• Dean, George Warren Brown School of Social Work, Washington University in St. Louis
• Dean of Students, University of Michigan
• Dean, College of Textiles, North Carolina State University
• Dean, Undergraduate Admissions, Washington University in St. Louis
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• Director, Public Information, University of Iowa
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• Director, Institute of Policy Studies, The Johns Hopkins University
• Director, Office of Licensing and Technology Development, The Johns Hopkins University
• Director of Communication, University of Michigan
• Director, Executive Education, School of Business, University of Michigan
• Assistant Dean & Director, External Relations, College of Engineering, University of Michigan
• Associate Executive Director, Human Resources, University of Michigan
• Director, Undergraduate Admissions, University of Michigan
• Director, Evening Advanced Studies, School of Dentistry, New York University
• Director, The William R. Kenan, Jr. Institute for Engineering, Technology and Science, North Carolina State University
• Associate Vice President, Human Resource Administration, Northwestern University
• Director of Biostatistics, University of Texas Health Science Center at San Antonio
• Director of Cancer Prevention, University of Texas Health Science Center at San Antonio
• Director, Children’s Cancer Research Center, University of Texas Health Science Center at San Antonio
• Division Chief, Medical Oncology, University of Texas Health Science Center at San Antonio
• Medical Director and Chief Physician, UTMB Correctional Managed Care, University of Texas Medical Branch at Galveston
• Director, Space Dynamics Laboratory, Utah State University
• Director, Continuing Education, Virginia Tech
• Director of Marketing for Continuing Higher Education, Virginia Tech
• Director of Distance Learning, Walden Institute for Learning and Leadership
• Director, Management Center, Olin School of Business, Washington University in St. Louis
• Chair, Department of Emergency Medicine, Howard University School of Medicine
• William Harrison Severns Chair in Human Behavior, College of Engineering, University of Illinois at Urbana-Champaign
• Chair, Department of Electrical Engineering & Computer Science, University of Michigan
• Chair, Department of Oral Medicine/Pathology/Surgery, College of Dentistry, University of Michigan
• Chair, Department of Periodontics/Prevention & Geriatric Dentistry, College of Dentistry, University of Michigan
• Chair, Department of Periodontics, School of Dental Medicine, The University of Pennsylvania
• Chair, Department of Physical Therapy, University of Texas Health Science Center at San Antonio
• Mallinckrodt Chair in Medical Informatics & Computational Imaging, Washington University in St. Louis
• Chair, Department of Psychology, Washington University in St. Louis
• F. M. Kirby Chair in Business Excellence, Calloway School of Business and Accountancy, Wake Forest University
Dr. Stan L. Albrecht  
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Utah State University  
435-797-7172

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President  
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317-917-6222

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President  
The Johns Hopkins University  
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Dr. John T. Casteen III  
President  
University of Virginia  
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Chairman, Board of Trustees  
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University of Michigan  
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President  
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919-760-8511

Dr. Kermit L. Hall  
President  
The University at Albany  
State University of New York  
518-437-4907

Dr. Thomas K. Hearn  
President Emeritus  
Wake Forest University  
910-759-5211

Dr. Adam Herbert  
President  
Indiana University  
812-855-4613

Dr. John P. Howe, III  
President and CEO of Project HOPE  
Former President  
University of Texas Health Science Center at San Antonio

Dr. William E. Kirwan  
Chancellor  
University of Maryland  
301-445-1901

Mr. Steve Manos  
Executive Vice President  
Tufts University  
617-627-3331

Dr. James Moeser  
Chancellor  
University of North Carolina - Chapel Hill  
919-962-1365

Dr. Luis M. Proenza  
President  
University of Akron  
330-972-7074

Mr. Joel Seligman  
President  
University of Rochester  
585-275-8356

Dr. Andrew A. Sorensen  
President  
University of South Carolina  
803-777-2001

Dr. Charles Steger  
President  
Virginia Polytechnic Institute and State University  
540-231-7676

Dr. E. Thomas Sullivan  
Provost  
Senior Vice President for Academic Affairs  
University of Minnesota  
612-625-0051

Dr. B. Joseph White  
President  
University of Illinois  
217-333-3070

Mr. J. Bradley Wilson  
Chairman  
Board of Governors  
University of North Carolina  
919-765-3558

Dr. Mark S. Wrighton  
Chancellor  
Washington University in St. Louis  
314-935-5100
THE FIRM

HISTORY
Baker-Parker, Inc. and its predecessor firms, was founded in 1982. Jerry Baker and Dan Parker have been executive search consultants since 1976 and 1982, respectively.

Baker-Parker, Inc. is a retained executive search firm. We are dedicated exclusively to providing superior service to our domestic and global clients in the identification and recruitment of outstanding individuals for senior executive positions.

EXPERIENCE
The partners have extensive experience in retained executive search, a meaningful portion of which was gained earlier with large, international search firms.

More than 85% of our engagements are for positions with senior management accountability.

Our search experience includes engagements for clients in most industrial, service, and nonprofit sectors of our economy.

Our higher education practice is one of the most highly regarded in the country.

ADVANTAGES
A partner and owner of the firm is directly responsible for the successful completion of each search.

Our smaller client base allows us a substantially greater universe of target organizations from which to develop qualified candidates.

We begin each engagement with the use of original research to assure that we identify the most qualified individuals.
PARTNER

JERRY H. BAKER

Mr. Baker has been an executive search consultant since 1976. Prior to joining the firm in 1991, he spent nine years as a Senior Partner and Member of the Board of Directors of Lamalie Associates. Before that, he was President of MSL International, the executive search division of The Hay Group, Inc., and, earlier, a Vice President with Billington, Fox & Ellis, Inc.

Mr. Baker has conducted approximately 750 searches for a diverse corporate and not-for-profit clientele. He has represented companies in many industries, but has focused on those in consumer packaged goods, the food industry, consulting, commercial banking and consumer durables. His searches have been for chief executive officers, senior corporate officers, division management, and most functional disciplines. He has conducted 300 searches in the academic and not-for-profit sector, including the positions of president, provost, dean, and vice president of most functional disciplines. Prior to becoming an executive search consultant, he was a member of the human resource staff of the Miller Brewing Company and of the American Thread Company.

Mr. Baker currently serves as a member of the Board of Trustees of Wake Forest University, the Overseers' Committee to Visit the Divinity School of Harvard University, Chair of the Board of Visitors of the Wake Forest University Divinity School, Council of University Resources at Harvard University, and Chair of the Dean’s Council at the Harvard Divinity School. He previously served as a member of the Board of Visitors of Wake Forest University, President of the Wake Forest University Parents' Council, President of the Harvard Divinity School Alumni Association, Director of the Harvard University Alumni Association, and member of the Board of Directors and Secretary/Treasurer of the Association of Executive Search Consultants.


He earned the B.A. degree from Wake Forest University and the Master of Divinity degree from Harvard University.
PRINCIPAL

MARTIN M. BAKER

Mr. Baker has been in the executive search profession for seven years. Since joining the firm in 2001, Mr. Baker has actively worked on searches in the academic, not-for-profit, and corporate sectors, including the positions of CEO, CFO, Executive Director, Dean, and Provost.

He joined Baker-Parker from the Atlanta office of Korn/Ferry International, where he executed research and search strategy for numerous CEO, CFO, COO, and other senior level searches in the industrial, consumer, advanced technology, and not-for-profit sectors of the economy. Previous experience includes working as a Research Associate with Saxton, Bampfylde, Hever, PLC, an executive search and management assessment firm in London, England.

Mr. Baker received his Bachelor's degree from Wake Forest University. In addition, he successfully completed The Summer Management Program at The Wayne Calloway School of Business and Accountancy at Wake Forest University. He currently serves Wake Forest University as a member of the Alumni-in-Admissions Committee and the President's Associates, and he previously served on the Regional Selection Committee for the Presidential Scholarship.

PRINCIPAL

ANYA H. GRAY

Ms. Gray has been in the executive search profession for 10 years. Prior to joining Baker-Parker, she enjoyed a diverse career, first as an educator and then in managerial administration in the sea charter, asbestos abatement, advertising, and document management industries.

Ms. Gray is actively involved in all stages of each search and is in frequent communication with both the client and the candidates. She has done research, candidate development, and search coordination for a wide variety of senior level academic searches as well as a considerable number of searches in the corporate arena.

Ms. Gray earned a Bachelor of Arts in English and History from the University of North Carolina at Charlotte.
PARTNER

DANIEL F. PARKER, SR.

Mr. Parker, Partner, merged his search practice in 1996. Over his 12-year executive search career, Mr. Parker has successfully completed more than 250 upper-middle and senior-level executive searches spanning a variety of industries. Among these are building materials, consumer products, financial and insurance services, government services, healthcare, higher education, manufacturing, printing and publishing, technology, telecommunications and utilities.

Mr. Parker's domestic and global clients, including Pacific Rim companies, represents all major functional areas, including the following:

- Chief Executive Officer
- Chief Operating Officer
- Vice President - Marketing
- Chief Financial Officer
- Vice President of Operations
- Vice President - Human Resources
- General Manager
- Chancellor
- Athletic Director
- Controller
- Commissioner
- National Practice Leader
- Chief Information Officer

Prior to joining the firm as a partner, Mr. Parker was a key executive with A.T. Kearney Executive Search Consultants. As Vice President with A.T. Kearney, he also served as Managing Director of the firm's Atlanta office. In 1993, he was honored as "Consultant of the Year," receiving the firm's prestigious James Arnold Award for Distinguished Contribution to the firm. Following his first year with the company in 1984/1985, he was recognized as "Rookie of the Year." Mr. Parker began his executive search career in 1984 with Fleming Search Consultants, which merged with A.T. Kearney in 1987.

Prior to entering executive search, Mr. Parker served in executive positions for more than 15 years with leading companies such as Samsonite Corporation, a Beatrice Company and Aladdin Industries.

He currently is active on several boards and is a past National Vice President and former Executive Board Member of the Society for Human Resource Management where he was an Accredited Executive in Personnel (AEP). Mr. Parker holds both bachelor’s and master’s degrees from the University of Georgia.
VICE PRESIDENT

GARY L. DAUGHERTY

Mr. Daugherty, Vice President, joined the firm in 1996 following four years as Vice President, Human Resources for the Greeting Card Division of Gibson Greetings, Inc. in Cincinnati, Ohio. At this $500+ million manufacturer and distributor of everyday and seasonal greeting cards, gift wrap and related social expression products employing some 7,000 workers nationwide, Mr. Daugherty gained significant exposure and expertise in the sales and marketing, manufacturing and distribution of consumer products to the food (General Merchandise), mass and discount channels of trade.

Previously, he was with Aladdin Industries, Inc., a $200+ million privately held manufacturer of consumer and institutional products employing some 2,000 workers in both domestic and international operations. During his 18 years with Aladdin, Mr. Daugherty served in both human resource and general management, successfully holding positions as Vice President, Human Resources for the corporation and Vice President, General Manager of the company’s office and retail property management division. Mr. Daugherty also successfully completed numerous assignments involving the company’s international operations in Europe and Latin America.

During his career in both public and privately held corporations, Mr. Daugherty has conducted search assignments for executives in such disciplines as:

- Sales
- Marketing
- Manufacturing
- Information Systems
- Human Resources

Mr. Daugherty has been actively involved in such professional and civic organizations as the Society for Human Resource Management both at local and national levels, Students in Free Enterprise and Inroads. He also served as a business advisor to the Schools of Business at several universities.

He holds a bachelor’s degree from the University of Tennessee in Knoxville and served as a commissioned officer in the United States Army from 1968 to 1971.
THE SEARCH PROCESS

GETTING STARTED
We meet with our client to learn about the organization and to define clearly the experience requirements and personal characteristics of the executive sought. We then develop a position description for client approval. This assures that we have captured the critical elements of the search.

Together with our client, we focus the search by identifying appropriate industries, companies and levels of management where the most qualified candidates are likely to be found.

In addition to contacting our known sources, we undertake a comprehensive research effort to identify and contact appropriate executives in targeted companies. Depending on the difficulty of the search, this may involve communication with two hundred to three hundred executives.

COMMUNICATION
We stay in regular contact with our client during the course of the search. We believe that frequent communication is absolutely vital to the success of the engagement.

CANDIDATES
We complete an in-depth personal interview with each candidate judged to meet our client’s requirements.

We prepare and present a comprehensive report on each finalist. Where possible, preliminary reference checks will be incorporated in the report, but this may be postponed to avoid jeopardizing a candidate’s current situation. We also verify required academic degrees as well as professional certifications, registrations and licenses.

COMPLETION
We maintain frequent contact with the candidate of choice in an effort to assure acceptance of the offer and an orderly transition.

After completion, we continue regular contact with our client and the recruited executive in an effort to insure a smooth and long-term relationship.
CLIENT ARRANGEMENTS

PROFESSIONAL FEE
The professional fee for our consulting service is consistent with the commitment we make to providing superior service for each client. The fee is a predetermined amount which reflects the complexity of the search and the time commitment necessary to conduct the engagement professionally and thoroughly.

The fee is billed in three equal monthly increments beginning with a retainer at inception of the search.

In addition to the professional fee, direct expenses of an engagement are invoiced on an out-of-pocket basis. These expenses include such items as long distance telephone calls, research, reproduction and delivery service, as well as travel and interviewing expenses for the search consultant. Our clients are asked to reimburse candidates directly for their travel and interviewing expenses.

If for some reason the search is canceled, we would stop work immediately and subsequently submit a final invoice. The invoice would be prorated to include our professional fee and accumulated expenses from the date of our last invoice through the cancellation date.

CLIENT OFF-LIMITS
It is our policy that we will not recruit any person from a client organization for a minimum of two years following the completion of our last engagement for that client.

EQUAL EMPLOYMENT OPPORTUNITY
We are committed to the goal of equal employment opportunity as established by various federal and state laws and regulations. As such, we will not discriminate against any individual for employment because of race, color, religion, age, sex, national origin, disabled, or veteran status.
Mr. Kaloupek,

This is in response to your letter of Dec. 19 regarding the additional information you need from Baker-Parker and our executive search practice. I trust that this electronic reply will be adequate for your needs.

The two-year term of the contract is acceptable as is the option for multiple two-year renewals.

We are accustomed to the Commonwealth’s e-procurement system, eVA. We just completed several searches at UVA, for example, and used the system.

We would be pleased to extend the services to other Virginia institutions and to Virginia Tech related corporations.

Our fee is almost always one-third of the first year’s total cash compensation. We will sometimes conduct a search for a predetermined fixed fee, a fee that could be more or less than one-third. This fixed fee is when there is a very wide range in the expected compensation of the position, when there are unusually difficult requirements for the search, when the search is conducted internationally, etc. Our minimum fee is $50,000. If an individual presented in a search is hired for a different position other than the primary search, there is a fee of 25% of that person’s first year’s annual compensation. This “secondary placement” guideline is for two years following the completion of the primary search.

Should the placement leave Virginia Tech within one year of the start date, we would conduct the search again for no additional professional fee and for out-of-pocket expenses only.

We do not offer any services other than a full search.

Our guideline regarding level of searches we conduct, your question about positions below the senior level, relates to the minimum fee of $50,000, equating to a position with a minimum salary of $150,000.

Please let me know if you have additional questions. Virginia Tech has been a valued client of our firm for many years and we look forward to working with you again.

Jerry

Jerry H. Baker
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