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Solicitation Notice

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Status: Posted

Contact Name: Darya Vienne

Contact Number: 512-322-3710

Contact Email: dvienne@utsystem.edu

Solicitation ID: 720-2007

Solicitation Title: Executive Search Firm Services

Agency/Texas SmartBuy Member Name: University Of Texas System - 720

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 6/9/2020

Response Due Date: 6/30/2020

Response Due Time: 2:30 PM

Solicitation Description:

UT System is seeking to enter into non-exclusive contracts with established, qualified and experienced executive search firms knowledgeable in issues related to the administration of public higher education and / or healthcare administration and delivery. The services sought by the UT System are for the performance of administrative, logistical, research, and support tasks for the recruitment of executive level positions throughout the UT System.

Executive search firms selected to provide services will play a key role in assuring that the diversity and inclusion goals set out in [UTS187](#) are given full consideration and attention in the course of completing a search. If a final interview pool does not meet UTS187 requirements, the executive search firm may be required to redo a portion or restart the search from the beginning.

[Modify Solicitation](#)

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This Request for Proposal will be a joint effort between UT System Administration and its institutions and selection of a respondent as one of the successful proposers will pre-qualify such proposer to provide such services, **upon request by UT System Administration or a UT institution**, with respect to future, specific executive position(s). Selection as a successful proposer and execution of an agreement between UT System and the successful proposer does not guarantee that the successful proposer will be requested to provide such services.

UT SYSTEM DOES NOT REPRESENT OR WARRANT THAT IT WILL SEEK SUCH SERVICES FROM A SUCCESSFUL PROPOSER AND THE SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS AND WARRANTIES.

Class/Item Code: 95260-Job Search Workshop
96130-Employment Agency And Search Firm Services (Including Background Investigations And Drug Testing For Employment)

[Published Details](#) [Internal Notes](#)

Record Attachments

#	Name	Description
1	ESBD_File_198535_Submission Instructions - 720-2007.docx	RFP submission instructions



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POLICIES

- [Privacy and Security Policy](#)
- [Accessibility Policy](#)
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- [Texas.gov](#)
- [Search from the Texas State Library](#)
- [Texas Homeland Security](#)
- [Texas Veterans Portal](#)
- [Public Information Act](#)
- [Texas Secretary of State](#)
- [HB855 Browser Statement](#)

OTHER STATE SITES

- [texas.gov](#)
- [Texas Records and Information Locator \(TRAIL\)](#)
- [State Link Policy](#)
- [Texas Veterans Portal](#)

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Sample Agreement (ref. Section 4 of RFP and APPENDIX TWO)	File Type: Word (.doc, .docx)	1	Required	
Pricing and Delivery Schedule (ref. Section 6 of this RFP) Signed & Completed	File Type: PDF (.pdf)	Multiple	Required	
Execution of Offer (ref. Section 2 of APPENDIX ONE) Signed & Completed	File Type: PDF (.pdf)	1	Required	
Proposer's General Questionnaire (ref. Section 3 of APPENDIX ONE) Responses to questions and	File Type: PDF (.pdf)	1	Required	



Name	Type	# Files	Requirement	Instructions
requests for information				
Addenda Checklist (ref. Section 4 of APPENDIX ONE) Signed & Completed	File Type: PDF (.pdf)	1	Required	
HUB Subcontracting Plan	File Type: PDF (.pdf)	1	Required	
Section 5.4 Additional Questions Specific to this RFP (Q-07JU)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Additional Documentation provided by vendor	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwt, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional	



Commodity Codes

Commodity Set	Commodity Code	Title	Description
NIGP	95260	Job Search Workshop	
NIGP	96130	Employment Agency and Search Firm Services (Including Background Investigations and Drug Testing for Employment)	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://utsystem.bonfirehub.com/opportunities/28318>.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

<https://utsystem.bonfirehub.com/opportunities/28318>



THE UNIVERSITY of TEXAS SYSTEM
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES

The Q&A period for this opportunity starts Jun 09, 2020 11:00 PM CDT. The Q&A period for this opportunity ends Jun 17, 2020 2:30 PM CDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jun 30, 2020 2:30 PM CDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

The University of Texas System uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



REQUEST FOR PROPOSAL

RFP No. 720-2007 Executive Search Firm Services

Proposal Submittal Deadline: Tuesday, June 30th, 2020 at 2:30 PM CST

The University of Texas System
Office of Talent and Innovation

Prepared By:
Darya Vienne
The University of Texas System
210 West 7th Street
Austin, Texas 78701-2982
dvienne@utsystem.edu
June 9th, 2020

REQUEST FOR PROPOSAL

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- APPENDIX ONE: PROPOSAL REQUIREMENTS
- APPENDIX TWO: SAMPLE AGREEMENT
- APPENDIX THREE: CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The University of Texas System is one of the nation's largest systems of higher education, with [14 institutions](#) that educate more than 230,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 80,000 health care professionals, researchers, student advisors and support staff, the UT System is one of the largest employers in the state.

Life-changing research and invention of new technologies at UT institutions places the UT System among the [top 10 “World’s Most Innovative Universities,”](#) according to Reuters. The UT System [ranks eighth in the nation in patent applications](#), and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and No. 3 in the nation in federal research expenditures.

In addition, the UT System is home to three of the nation's National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research. And the UT System is the only System in the country to have four Clinical and Translational Science Awards (CTSA) from the National Institutes of Health.

Transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of UT Rio Grande Valley in 2015. And the UT System was the only system of higher education in the nation that established not one, but two new medical schools in 2016 at UT Austin and UT Rio Grande Valley.

University of Texas institutions are setting the standard for excellence in higher education and will continue to do so thanks to our generous donors and the leadership of the, [Board of Regents](#), [Chancellor](#) and the [UT presidents](#).

1.2 Background and Special Circumstances

UT System is seeking to enter into non-exclusive contracts with established, qualified and experienced executive search firms knowledgeable in issues related to the administration of public higher education and / or healthcare administration and delivery. The services sought by the UT System are for the performance of administrative, logistical, research, and support tasks for the recruitment of executive level positions throughout the UT System.

Executive search firms selected to provide services will play a key role in assuring that the diversity and inclusion goals set out in [UTS187](#) are given full consideration and

attention in the course of completing a search. If a final interview pool does not meet UTS187 requirements, the executive search firm may be required to redo a portion or restart the search from the beginning.

This Request for Proposal will be a joint effort between UT System Administration and its institutions and selection of a respondent as one of the successful proposers will pre-qualify such proposer to provide such services, ***upon request by UT System Administration or a UT institution***, with respect to future, specific executive position(s). Selection as a successful proposer and execution of an agreement between UT System and the successful proposer does not guarantee that the successful proposer will be requested to provide such services.

UT SYSTEM DOES NOT REPRESENT OR WARRANT THAT IT WILL SEEK SUCH SERVICES FROM A SUCCESSFUL PROPOSER AND THE SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS AND WARRANTIES.

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this Request for Proposal No.720-2007 (this “**RFP**”), from qualified vendors to provide Executive Search Services (the “**Services**”) more specifically described in **Section 5** of this RFP.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“CST”) on Tuesday, June 30th, 2020 (the “**Submittal Deadline**”).

2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

- A. Fee Schedule and Related Terms (30%);
- B. Vendor Experience and Qualifications, including the ability to deliver high-quality diverse candidate pools (40%);
- C. Approach to Project Services, including approach to delivering high-quality diverse candidate pools (30%).

2.4 Key Events Schedule

Issuance of RFP	June 9 th , 2020
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	2:30 p.m. CST on Tuesday, June 16 th , 2020
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	2:30 p.m. CST on Wednesday, June 17 th , 2020
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Tuesday, June 30 th , 2020

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “HUB”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB participation goal for this RFP is **26%**.
- 2.5.3 A HUB Subcontracting Plan (“HSP”) is required as part of, *but submitted separately from*, Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

*Each Proposer, **whether self-performing or planning to subcontract**, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).*

Questions regarding the HSP may be directed to:

Contact: Kyle Hayes
HUB Coordinator
Phone: 512-322-3745
Email: khayes@utsystem.edu

Contractor will not be permitted to change its HSP after the deadline submittal date unless: (1) Contractor completes a new HSP, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

Instructions on completing an HSP

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms> to download the most appropriate HUB Subcontracting Plan (HSP) / Exhibit H form for use with this Request for Proposal. Proposer will find, on the HUB Forms webpage, a link to “[Guide to Selecting the Appropriate HSP Option](#)”. **Click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select, from the four (4) Options available, the Option that is most applicable to Proposer’s

subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat / Reader* to utilize the fillable function. If Proposer has any questions regarding which Option to use, Proposer shall submit the question via Bonfire portal.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected, with additional support documentation*, **and submit via Bonfire portal.** NOTE: signatures must be “wet” signatures. Digital signatures are not acceptable.

Any proposal submitted in response to this RFP that does not have a corresponding HSP meeting the above requirements may be rejected by University and returned to Proposer as non-responsive due to material failure to comply with advertised specifications.

Each Proposer’s HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer’s failure to submit one (1) completed and signed HUB Subcontracting Plan **to the Bonfire portal** may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

***If Proposer’s submitted HSP refers to specific page(s) / Sections(s) of Proposer’s proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must submit copies of those pages with the HSP sent to the Bonfire Portal. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer’s HSP to demonstrate Good Faith Effort.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

2.6 Pre-Proposal Conference

University will hold a pre-proposal conference call at 2:30 p.m. CST on Tuesday, June 16th, 2020.

Call-in Information:

[Join Microsoft Teams Meeting](#)

[+1 737-220-2549](#) United States, Austin (Toll)

[\(888\) 614-9689](#) United States (Toll-free)

Conference ID: 740 984 70#

[Local numbers](#) | [Reset PIN](#) | [Learn more about Teams](#) | [Meeting options](#)

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.2 Terms and Conditions

3.2.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.2.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.2.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

3.2.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.2.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit redlined **APPENDIX TWO**, accompanied by an explanation of each proposed contract modification, as part of its proposal in accordance with **Section 5.2.1** of this RFP. Proposer's exceptions and explanation will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

Contract Term: University intends to enter into an agreement with the Contractor to perform the Services for an initial three (3) year base term, with the option to renew for one (1) additional two (2) year renewal periods, upon mutual written agreement of both parties.

Approval by the Board of Regents: No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

Multiple Awards: University reserves the right to make multiple awards against this RFP.

Disclosure of Existing Agreement: University has eighteen (18) existing Executive Search service agreements.

5.2 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

5.2.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline APPENDIX TWO and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.

5.2.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“TEC”), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX THREE**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

5.3 Scope of Work

Contractor will provide the following services to UT Institutions only upon request and in accordance with APPENDIX TWO:

Contractor will work with Talent and Innovation offices at UT System and / or UT Institutions and / or its search committees hereafter, “**Search Committee**”. A Search Committee is an advisory body of one or more employees (or other designees) of UT System Administration and / or a UT institution designated by an authorized institutional official to advise and administer a recruitment and selection process. As directed by the authorized institutional official, a Search Committee advises an Institution on:

- A. Developing the position announcement;
- B. Developing and implementing a recruitment plan (e.g., advertising, posting and, intentionally committing to institutional diversity by aggressively seeking out qualified candidates of all backgrounds);
- C. Recommending top candidates for interview and selection;
- D. Reference checking and phone interviews;
- E. Developing questions for interviews and conducting interviews;
- F. Notifying candidates who have been eliminated from further consideration.

In general, one individual Point of Contact organizes the Search Committee's efforts and communicates with Contractor.

5.3.1 Pre-recruitment Phase

- A. Provide assistance and work with designated Search Committee contact to define and develop written position descriptions and supporting materials that will be used in marketing executive level positions.
- B. Contractor must work with Chair of Search Committee to ascertain required information regarding ideal candidates for the position.
- C. Develop a candidate profile, including the knowledge, skills, and abilities required to become a successful candidate for each position. Coordinate with Chair of the Search Committee to ensure the list meets its requirements / desires.
- D. Evaluate the competitive strengths and weaknesses of the national market for the position opening(s).
- E. Develop a strategy specifically designed to attract a diverse pool of highly qualified and competitive candidates, including women, men, and members of underrepresented groups, and review the strategy with the Search Committee and any diversity liaison working with the Search Committee.
- F. Market executive level position and identify a qualified and diverse pool of talent for each position.
- G. With the Chair of Search Committee's approval, prepare and place advertisements for each position in appropriate journals, publications, and on web sites. Contractor must follow EEOC guidelines (www.eeoc.gov/laws/practices) that apply to job advertisements and recruitment.

5.3.2 Recruitment Phase

- A. Screen applicants for the specific positions identified; identify those meeting minimum qualifications and follow up with telephone interviews to clarify each applicant's credentials. Keep the Search Committee Chair apprised of screening activities, screening activities that will be completed at a later time, and screening activities that the executive search firm does not intend to complete and why.

- B. Assist candidates with submitting an appropriate application for the position as required by the UT Institution and develop candidate profiles, including, comprehensive background (education, work experience, and upon request of the Institution, academic integrity, scientific and research history and professional conduct, criminal background) and relevant reference information.
- C. Request demographic voluntary self-identification information from candidates with the most promising qualifications.
- D. Provide a list of candidates with the most promising qualifications and advise the Search Committee Chair of the diverse quality of this pool of candidates.
- E. Prepare and provide Search Committee a written summary for candidates with the most promising qualifications.
- F. Evaluate candidates with the most promising qualifications by conducting in depth reference checks with individuals who are or have been in a position to evaluate the candidates' performance on the job.
- G. Through these reference checks and background profiles, ascertain the strengths and personal characteristics that would qualify each candidate for the position. Include areas in which the Search Committee should delve deeper during the interview process.
- H. Continue to monitor the diversity of the candidate pool throughout the process and keep the Search Committee diversity liaison apprised. Be prepared to complete any additional work necessary to complete an appropriately diverse pool of finalists.
- I. With Search Committee input, design and finalize the interview process, interview questions, panel makeup, scheduling, etc.
- J. Coordinate candidates' participation in interviews by making travel arrangements, including transportation, hotel reservation, scheduling and expense reimbursement, if required.
- K. Verify the educational histories and background profile of the finalists for each position. Suggest any recommended additional background investigation for completion by UT Institution.
- L. Attend meetings with the Search Committee and staff as needed, assist in the preparation of agendas for meetings, and guide the Search Committee through a critical evaluation process of candidates.

5.3.3 Post-recruitment Phase

- A. Debrief with the Search Committee following interviews and consider additional candidates, if required.
- B. Notify applicants who are not selected.
- C. Assist Search Committee in negotiating offers of employment and transitioning new employee into the position.
- D. Contractor will guarantee each placement for a period of twelve (12) months, beginning on the start date of the appointment. If a placed candidate is terminated by

the hiring institution during the first twelve (12) months of his/her employment, Contractor will conduct a new search to replace the candidate for no additional retainer, charging only expenses incurred. This guarantee excludes candidates who leave because of an institution-initiated reduction in force, organizational realignment, or restructuring; or because of a material change in job duties, compensation or title. Additionally, placed candidates will be considered "off-limits" for future recruitment by Contractor during the first two (2) years of their tenure at their placed location. Some exceptions may apply when Contractor acts on behalf of UT System or a UT Institution to place a previous recruit in another UT Institution.

- E. Under state law and UT System policy, each UT institution maintains its own records retention schedule. As such, Contractor shall maintain all documents relating to the search effort according to the hiring institution's retention schedule, and shall make those documents available to the UT institution on its request. Examples of such documents include, but are not limited to:
- i. Job announcements / advertisements;
 - ii. Specific efforts to diversify the applicant pool;
 - iii. Letters of application and resumes;
 - iv. Communications between applicants and search committees;
 - v. Screening tools, questions used for interviews and reference checks;
 - vi. Documents used by the committee in the evaluation process (e.g. screening tools, completed rating sheets, interview feedback forms, etc.).

5.4 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer's proposal:

Vendor Experience and Qualifications (40%)

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP. These references should be able to speak specifically to Proposer's ability to deliver a diverse pool of competitive candidates.

Provide the following information for each customer:

- Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed
2. How many diverse candidates have you placed in the last two calendar years. Provide specifics.
 3. Has Proposer worked with UT institutions in the past five (5) years? If "yes," state UT Institution name, department name, department contact, and provide a brief description of work performed.

4. Provide a detailed description of the firm's experience in recruiting diverse executive and/or mid-level management positions in the healthcare and academic fields, including a list of customers and positions previously filled in the area of academic medicine.
5. Provide detailed information on the organizational structure of Proposer's firm, the history and market position of the firm, and the philosophy and value the firm would add to the search process for UT System.
6. Indicate key positions in Proposer's firm Proposer believes will be required to perform the Services described in this RFP and describe responsibilities for those positions.
7. Indicate key positions in Proposer's firm that support specialized attention to identifying and recruiting of women and minority candidates.
8. Provide names and resumes demonstrating the qualifications of personnel from Proposer's firm that will perform the Services described in this RFP. Include:
 - role in Proposer's firm;
 - role and responsibility for managing the project(s) with the UT System;
 - position in Proposer's firm;
 - education, experience and background, etc.
9. Disclose whether Proposer has ever had a contract terminated and if so, provide a detailed explanation of the contract and circumstances surrounding termination.
10. If available, provide overall client satisfaction scores from surveys of past organizations for which Proposer has conducted searches.

Approach to Project Services (30%)

11. Provide a detailed plan for conducting a time-sensitive national search for an executive-level and/or mid-level management positions in the academic and healthcare field. Include detailed description of strategies and tactics used to ensure a smooth and successful search process.
12. Provide an example of the average timeline for the search process, including an identification of the steps of the process completed in each phase and the time allotted for each phase.
13. Provide an example, if any, of a unique technology applied by the Proposer that aids in the search process.
14. State Proposer's capabilities in providing assistance during the interview process. Examples of assistance will include but not be limited to: assisting with correspondence between applicants, nominators and nominees, and coordinating between applicants, nominators, nominees and Search Committee Chair.
15. Describe in-depth background screening that will be completed by the Proposer for candidates at various stages of the process. It is anticipated that the Requesting Institutions may request the Proposer to perform additional investigative reports pertaining to a candidate that could include domestic or international criminal history, evaluation of academic and research integrity, and litigation history. Proposer will describe its capability and/or subcontracting strategy for fulfilling such requests.

Proposer should include in its description the process it undertakes to comply with the Fair Credit Reporting Act and other applicable laws and regulations.

16. Explain the Proposer's commitment to diversity and how the Proposer would support the UT Institution in meeting the goals of [UTS 187](#) (ref. **Section 5.3.2.I** of this RFP).
17. Describe Proposer's internal screening methodology (video conference/in person / telephone, etc.) and how it produces the most viable candidates.
18. Provide Proposer's policy on the confidentiality of its search process.
19. Provide information regarding its guarantee and replacement policy, including information regarding "off-limits" provisions.
20. Indicate if Proposer will offer a multiple-search discount to the UT Institutions. (Do not include discount percentage. Discount percentage should be stated in **Section 6.2**).
21. Describe Proposer's billing policy. Note that UT System and Requesting UT Institutions are state agencies and may not pay for goods or services before their delivery to the agency.
22. Describe Proposer's billing policy if the search is postponed / cancelled.
23. Explain how administrative fees are calculated.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-2007 Executive Search Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Fee Schedule and Related Terms (30%)

It is the intent of the UT System Administration to award contracts that include a "Fee Schedule;" however, a Requesting Institution seeking Executive Search Services under the Agreement will negotiate and execute a separate contract "Addendum" for each recruitment with Contractor.

Proposers, by submission of its response to this RFP, acknowledge that the pricing terms established in the Agreement's Fee Schedule will be used as a maximum pricing guide, and that each Requesting Institution may present the Contractor with alternative pricing terms, including lower Professional Fees, lower administrative fee and alternative payment schedules and related requirements, at the time of negotiation of the scope of services and total costs for each recruitment Addendum.

A. Proposer will submit a Pricing Schedule that includes the following information:

- Professional Search Fee (expressed either as a fixed fee or percentage of first year salary) for each of the following positions:
 - University President
 - Provost
 - Executive Vice-President
 - Assistant/Associate Vice-President
 - Deans
 - Other Positions
- For each Search, provide a separate break-down of each category of out-of-pocket expense such as travel, administrative, search fee, background checks, and the proposed amount of each category. If any such expense is included in the Professional Fee, so state;

B. Proposer will provide a statement identifying and justifying any "minimum fee" associated with a search. (This request does not imply that University will accept any such minimum fee.)

C. Proposer will provide a schedule of payments describing and justifying its proposed incremental payment of the Professional Fees and any other fee or expense item;

D. Proposer will describe in detail its Placement Guarantee;

- E. Proposer will describe in detail its policy and any related fees relating to assignment suspensions, termination;
- F. Proposer will describe its policy and fee structure in the event of the placement of an internal candidate;
- G. Proposer will provide an explanation of its fee reconciliation process in the event that there is a difference in the first year projected and actual salary amount;
- H. Proposer will provide a schedule of fees for its investigative reports, including domestic and international criminal history, litigation history, history of academic and research misconduct and any other services offered in the evaluation the character of a candidate;
- I. Proposed will submit a detailed explanation of all criteria and/or service model options for the provision of a discounted fee structure and/or enhanced services to UT Institutions in the context of this solicitation.

6.2 Discounts

Describe all discounts that may be available to University, including, educational, federal, state and local discounts.

6.3 Delivery Schedule of Events and Time Periods

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

_____ Calendar Days

6.4 Payment Terms

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____ days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system (“ACH”). Proposer agrees to provide Proposer’s banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer’s banking information. Changes to Proposer’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4** of this RFP). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3** of this RFP. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5** of this RFP. University will not accept proposals submitted by email, telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

SECTION 2

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 2.1.13 Pursuant to [Chapter 2270, Government Code](#), Proposer certifies Proposer (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Chapter 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this *Execution of Offer*. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.13 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation, then Proposer's Corporate Charter Number: _____

RFP No.: 720-2007 Executive Search Services

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER [§§552.021 AND 552.023, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name / Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer will explain the reason when responding N / A or N / R.

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.3** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Executive Search Services

RFP No.: 720-2007

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

Note: If there was only one (1) Addendum, initial just the first blank after No. 1, not all five (5) blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
SAMPLE AGREEMENT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

**CERTIFICATE OF INTERESTED PARTIES
(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			

NON-EXCLUSIVE SERVICES AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Agreement between University and Contractor (“Agreement”) is made and entered into effective as of [complete with effective date] (the “Effective Date”), by and between **The University of Texas System**, an agency and institution of higher education established under the laws of the State of Texas (“University”), [vendor name] having Federal Tax Identification Number [] (“Contractor”).

1. SCOPE OF WORK

- 1.1 Contractor acknowledges that this Agreement is a non-exclusive agreement. Neither University nor an Institution is obligated to request services from or enter into Project Addenda with Contractor under this Agreement. CONTRACTOR UNDERSTANDS AND AGREES THAT UNIVERSITY HAS MADE NO REPRESENTATION, ASSURANCE, WARRANTY OR GUARANTY THAT UNIVERSITY OR AN INSTITUION WILL REQUEST CONTRACTOR TO PERFORM ANY SERVICE AND THAT UNIVERSITY HAS AND DOES SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS, WARRANTIES, ASSURANCES OR GUARANTIES.
- 1.2 Contractor will perform services within the scope of the work (“Work”) set forth in **Exhibit A**, Scope of Work, attached and incorporated for all purposes, only on request of a University of Texas System Institution, including the following UT System Institutions: The University of Texas at Arlington, The University of Texas at Austin, The University of Texas at Dallas, The University of Texas at El Paso, The University of Texas of the Permian Basin, The University of Texas Rio Grande Valley, The University of Texas at San Antonio, The University of Texas at Tyler, The University of Texas Southwestern Medical Center, The University of Texas Medical Branch at Galveston, The University of Texas Health Science Center at Houston, The University of Texas Health Science Center at San Antonio, The University of Texas MD Anderson Cancer Center, The University of Texas Health Science Center at Tyler and the University of Texas System Administration (the “Requesting Institution”) and in accordance with a fully executed Project Addendum, as described in *Paragraph 2* below. Contractor will perform the Work to the satisfaction of the Requesting Institution and in accordance with the schedule (“Schedule”) for the Work set out in the executed Project Addendum. Time is of the essence in connection with this Agreement and each Project Addendum. University and the Requesting Institution will have no obligation to accept late performance or waive timely performance by Contractor.
- 1.3 Contractor will not replace or substitute staff for those staff that Contractor has identified to Requesting Institution without notifying Requesting Institution, including the reasons for such replacement or substitution and the qualifications of replacement personnel. Any such substitution or replacement that Requesting Institution reasonably finds unacceptable, and which is not rectified to Requesting Institution’s satisfaction, may result in election of Requesting Institution not to enter into a Project Addendum with Contractor or to terminate an affected active Project Addendum without liability to Requesting Institution.
- 1.4 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances (“Applicable Laws”), for the performance of the Work.

2. **PROJECT(S)**

- 2.1 Prior to Contractor's commencement of any Work, the Contractor and the Requesting Institution must complete and enter into the Project Addendum attached hereto as **Exhibit B**, which will contain a description of the services, the applicable fees and related financial terms and guarantee, and a schedule for performance of Work to be completed by Contractor under that Project Addendum. All of terms and conditions contained in this Agreement are incorporated into each Project Addendum for all purposes.
- 2.2 **In the event of a conflict between a Project Addendum and this Agreement, this Agreement will control provided however the Requesting Institution and Contractor may agree to language in a Project Addendum to specify or clarify the Services to be provided or to provide the Requesting Institution with more beneficial pricing and related financial terms than that set forth in this Agreement. Contractor and Requesting Institution can enter into a Project Addendum at any time during the Term. A Project Addendum will specify the term during which Contractor will provide any Work. To the extent that this Agreement expires or terminates prior to the end of a Project Addendum, such Project Addendum will survive any such termination or expiration of the Agreement and the terms and conditions of this Agreement will continue to be incorporated for all purposes into the Project Addendum. Contractor understands and agrees that it will not receive any payment or other compensation under this Agreement unless it enters into a Project Addendum and provides Services in accordance with the terms and conditions of that Project Addendum and this Agreement.**
- 2.3 To enable Requesting Institution to make a determination whether to request the service of Contractor for any particular Project, Contractor, at the request of Requesting Institution and at a mutually convenient time and place, will make an oral presentation of no more than two (2) hours. The purpose of the presentation will be to summarize Contractor's proposal for and approach to the specific leadership search / recruitment being considered.
- 2.4 In keeping with University's commitment to diversity and inclusion, Contractor will make reasonable efforts to deliver a diverse slate of candidates for the Requesting Institution's consideration for each Project. In each instance, Contractor will take all actions necessary to assure that the search / recruitment conforms to [UTS 187](#). Contractor will document and inform Requesting Institution of all efforts and outreach undertaken to deliver and maintain a diverse candidate pool through the selection of finalists for every Project.

3. **TERM**

The term (Initial Term) of this Agreement will begin on the Effective Date and expire on _____, 2023. University will have the option to renew this Agreement for one (1) additional two (2) year terms (each a Renewal Term). The Initial Term and each Renewal Term are collectively referred to as the Term.

4. **CONTRACTOR'S OBLIGATIONS**

- 4.1 Contractor will perform the Work in compliance with (a) all Applicable Laws, and (b) the applicable *Rules and Regulations* of the Board of Regents of The University of Texas System at <http://www.utsystem.edu/bor/rules/>, the applicable policies of The University of Texas System at <http://www.utsystem.edu/bor/procedures/policy/>; and the applicable institutional rules, regulations and policies of University and each Requesting Institution (collectively, "**University Rules**"). Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the

antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

- 4.1.1 Contractor acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Work. Contractor accepts the relationship of trust and confidence established between Contractor, the Requesting Institutions and University by this Agreement.
- 4.1.2 Contractor represents that there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's performance of the Work.
- 4.2 Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Work in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all of the Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.
- 4.3 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 4.4 Contractor warrants and agrees that the Work will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement and all Project Addenda will at no time be in any way diminished by reason of any approval by University or Requesting Institution nor will Contractor be released from any liability by reason of any approval by University or Requesting Institution, it being agreed that University and Requesting Institution at all times are relying upon Contractor's skill and knowledge in performing the Work.
- 4.5 Contractor will, at its own cost, correct all material defects in the Work as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Work within a reasonable time, then Requesting Institution may correct the defective Work. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that University or Requesting Institution may have at law or in equity.
- 4.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Work to be duly registered and/or licensed under all Applicable Laws. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Work.
- 4.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability

partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

4.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of Contractor's articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

4.9 Contractor will provide to The University of Texas System, Office of Human Resources the following reports and notifications:

4.9.1 Within ten (10) days after execution of a Project Addendum with a Requesting Institution, provide a copy of the Project Addendum;

4.9.2 Within ten (10) days after the selection of candidates for first-round interviews, a list of candidates selected for interview and the next lower tier of prospective candidates, including the following information, for each Project:

- a. Name;
- b. Contact information (phone / email / address);
- c. Number of years of experience.

4.10 CONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL (1) PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND (2) PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN AND WILL NOT VIOLATE ANY APPLICABLE LAW, RULE, OR REGULATION WHICH IMPLEMENTS PROTECTIONS AGAINST DISCRIMINATION IN THE SOLICITATION OR SELECTION OF CANDIDATES FOR EMPLOYMENT.

4.11 If and when Contractor is present on Requesting Institution's premises or in University's facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable [rules and policies](#), including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

5. **THE CONTRACT AMOUNT**

5.1 Provided that Contractor has provided Requesting Institution its current and accurate Federal Tax Identification Number in writing, and is in good standing with the State of Texas, Requesting Institution will pay Contractor for the performance of the Work as more particularly set forth in **Exhibit C. Fee Schedule.** and each **Project Addendum** entered into under this Agreement.

5.2 The Contract Amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.

- 5.3 University and Requesting Institutions (a State agency) are exempt from Texas Sales & Use Tax on Work in accordance with [§151.309, Texas Tax Code](#) and [34 Texas Administrative Code \(TAC\) §3.322](#). Pursuant to 34 TAC §§3.322(c)(4) and (g)(3), this Agreement is sufficient proof of University's and Requesting Institutions' tax exempt status and they are not required to provide further evidence of their exempt status.
- 5.4 This Agreement is not valid or effective for amounts in excess of \$1,000,000 without the approval of The University of Texas System Board of Regents and Contractor's appropriate completion and submission of Texas Ethics Commission Form 1295.

6. **PAYMENT TERMS**

- 6.1 At least ten (10) days after the end of each calendar month during the term of this Agreement, Contractor will submit to the Requesting Institution an invoice at the appropriate time covering the services performed for Requesting Institution in compliance with **Exhibit C and each Project Addendum**. Each invoice will be accompanied by documentation that Requesting Institution may reasonably request to support the invoice amount. Requesting Institution will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If Requesting Institution approves the amount or any portion of the amount, Requesting Institution will promptly pay (each a "**Progress Payment**") to Contractor the amount approved so long as Contractor is not in default under this Agreement. If Requesting Institution disapproves any invoice amount, Requesting Institution will give Contractor specific reasons for its disapproval in writing.
- 6.2 Within ten (10) days after final completion of the Work under a Project Addendum or as soon thereafter as possible, Contractor will submit a final invoice ("**Final Invoice**") setting forth all amounts due and remaining unpaid to Contractor under that Project Addendum. Upon approval of the Final Invoice by Requesting Institution, Requesting Institution will pay ("**Final Payment**") to Contractor the amount due under the Final Invoice.
- 6.3 Notwithstanding any provision of this Agreement to the contrary, Requesting Institution will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement or any Project Addendum.
- 6.4 The cumulative amount of all Progress Payments and Final Payment under a Project Addendum will not exceed the Contract Amount documented in that Project Addendum.
- 6.5 No payment made by Requesting Institution will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 6.6 The acceptance of Final Payment under a Project Addendum by Contractor will constitute a waiver of all claims by Contractor regarding that Project Addendum except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment under that Project Addendum.
- 6.7 University and / or Requesting Institution will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.
- 6.8 Section 51.012, *Texas Education Code*, authorizes University and / or Requesting Institution to make any payment through electronic funds transfer methods. Contractor agrees to receive payments from University through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, University and / or Requesting Institution will confirm Contractor's banking information. Any changes to Contractor's banking information must be communicated to University and / or Requesting Institution in writing at least thirty (30) days in advance of the effective date of the

change in accordance with **Section 12.14**.

- 6.9 Notwithstanding any other provision of this Agreement, University and / or Requesting Institution is entitled to a “**Prompt Payment Discount**” of % off of each payment that Requesting Institution submits within thirty (30) days after the University’s and / or Requesting Institution’s receipt of Contractor’s invoice for that payment.

7. OWNERSHIP AND USE OF WORK MATERIAL

- 7.1 All tools, software, programs, drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, “**Work Material**”), whether or not accepted or rejected by Requesting Institution, are the sole property of Requesting Institution and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 7.2 Contractor grants and assigns to Requesting Institution rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with Requesting Institution in any steps Requesting Institution may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 7.3 Contractor will deliver all Work to Requesting Institution upon expiration or termination of this Agreement. Requesting Institution will have the right to use the Work Material for the completion of the Work or otherwise. Requesting Institution may, at all times, retain the originals of the Work Material per Requesting Institutions’ Records Retention Policies. The Work Material will not be used by any person other than Requesting Institution on other projects unless expressly authorized by Requesting Institution in writing.
- 7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by Requesting Institution in writing. Contractor will treat all Work Material as confidential.

8. DEFAULT AND TERMINATION

- 8.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement or an executed Project Addendum (“**default**”), the other party may terminate this Agreement upon fifteen (15) days’ written notice of termination setting forth the nature of the material failure; provided that the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen- day period.
- 8.1.1 Contractor’s failure to maintain staff identified to University or Requesting Institution for the completion of Services or reasonable substitute or replacement staff, in the reasonable discretion of University or Requesting Institution, will be deemed a material failure by Contractor.
- 8.2 University may, without cause, terminate this Agreement at any time by giving seven (7) days’ advance written notice to Contractor.

8.3 A Requesting Institution may terminate a Project Addendum at any time by giving fifteen (15)-days' notice. Upon termination pursuant to this Section, Contractor will be entitled to payment for the services performed and any other fees and expenses that accrue up to and including the termination date in accordance with this Agreement; provided that Contractor has delivered all Work Material and hiring information to Requesting Institution. Notwithstanding any provision in this Agreement to the contrary, University and / or Requesting Institution will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been reasonably avoided or mitigated by Contractor. The termination of a Project Addendum without cause by Requesting Institution under this Section 8.2 shall not terminate or otherwise affect any other Project Addenda entered into with Contractor under this Agreement by that Requesting Institution or by any of the other UT Institutions. In the event that a Project Addendum is terminated by a Requesting Institution, then within thirty (30) days after termination, Contractor will reimburse Requesting Institution for all fees paid by to Contractor that were (a) not earned by Contractor prior to termination, or (b) for services that Requesting institution did not receive from Contractor prior to termination.

8.4 Termination under **Sections 8.1, 8.2 or 8.3** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

9. **INDEMNIFICATION**

9.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS THE UNIVERSITY OF TEXAS SYSTEM, AND EACH OF THE UNIVERSITY OF TEXAS SYSTEM INSTITUTIONS AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

9.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

10. RELATIONSHIP OF THE PARTIES

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University or Requesting Institution. Contractor will not bind nor attempt to bind University or Requesting Institution to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

11. INSURANCE

11.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

11.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must Include under Item 3.A. on the information page of the Workers' Compensation policy the state in which Work is to be performed for University.

11.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 300,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

11.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

11.1.4 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such

insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

11.2 Contractor will deliver to University:

11.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

11.2.1.1 **All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name the Board of Regents of The University of Texas System and University as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

11.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System and University. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System, The University of Texas System and University. No policy will be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** will be endorsed to require the insurance carrier providing

coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 11**.

11.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Work by Contractor under this Agreement. All deductibles and self- insured retentions will be shown on the Certificates of Insurance.

11.2.1.4 Contractor or Contractor's insurance provider on behalf of Contractor will mail or Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed or emailed to the following University contact:

Mary Zimmerman
The University of Texas System
210 W. 7th Street
AUSTIN, TX 78701
mzimmerman@utsystem.edu

11.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University or a Requesting Institution. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by University in writing.

12. MISCELLANEOUS

12.1 **Assignment and Subcontracting.** Except as specifically provided in **Exhibit D**, Historically Underutilized Business Subcontracting Plan, Administrator's interest in this Agreement (including Administrator's duties and obligations under this Agreement, and the fees due to Administrator under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Administrator will be subject to all remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §§20.285\(g\)\(5\), 20.585 and 20.586](#). The benefits and burdens of this Agreement are assignable by University.

12.2 **Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Administrator certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.3 **Tax Certification.** If Administrator is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Administrator certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Administrator is exempt from the payment of those taxes, or Administrator is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

- 12.4 **Payment of Debt or Delinquency to the State.** Pursuant to [§§2107.008](#) and [2252.903](#), *Texas Government Code*, Administrator agrees any payments owing to Administrator under this Agreement may be applied directly toward any debt or delinquency Administrator owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- 12.5 **Loss of Funding.** University and Requesting Institutions' performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and/or allocation of funds by the Board of Regents of The University of Texas System (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University or Requesting Institution.
- 12.6 **Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.
- 12.7 **Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**").
- 12.8 **Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 12.9 **Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 12.10 **Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 12.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University or a Requesting Institution, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University

in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with University Rules regarding access to and use of University's computer systems, including [UTS 165](#). At the request of University or a Requesting Institution, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

- 12.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University and appropriate Requesting Institution promptly after Contractor's discovery of that use or disclosure. Contractor will promptly provide University and appropriate Requesting Institution with all information requested by University or Requesting Institution regarding the impermissible use or disclosure.
- 12.11.2 **Return of University Records.** Contractor agrees that within thirty (30) days of a written request after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University or Requesting Institution will be (1) returned to University or appropriate Requesting Institution, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University and Requesting Institution with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University and Requesting Institution in writing the destruction of University Records.
- 12.11.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this **Section 12.11**.
- 12.11.4 **Press Releases.** Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- 12.11.5 **Public Information.** University or Requesting Institution strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* ("TPIA"), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to University and / or Requesting Institution, Contractor will make any information created or exchanged with University and / or Requesting Institution pursuant to this Agreement available in a format reasonably requested by University

and / or Requesting Institution that is accessible by the public.

12.11.6 **Texas Public Information Act - Subchapter J Requirements.**

Pursuant to [Section 552.372 of the Texas Government Code](#), Contractor must:

- (1) preserve all contracting information (ref. [Section 552.003\(7\), Texas Government Code](#)) related to this Agreement as provided by the records retention requirements applicable to University for the duration of this Agreement;
- (2) promptly provide to the University any contracting information related to this Agreement that is in the custody or possession of Contractor on request of the University; and
- (3) on completion of this Agreement, either:
 - (A) provide at no cost to the University all contracting information related to this Agreement that is in the custody or possession of Contractor, or
 - (B) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the University.

12.11.7 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement and the Requesting Institution may terminate any of its Project Addendum without notice or opportunity to cure.

12.11.8 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

12.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

12.13 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Agreement and payments will be available to University, Requesting Institution or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Agreement, unless University or Requesting Institution otherwise instructs Contractor in writing.

12.14 **Notices.** Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an

email address is set forth below), when received:

If to University: Office of Talent and Innovation
ATTN: Executive Search Firm Contract Manager
The University of Texas System
210 W. 7th Street
Austin, TX 78701

Email: mzimmerman@utsystem.edu

with copy to: Scott C. Kelley, Ed.D.
Executive Vice Chancellor for Business Affairs
The University of Texas System Administration
210 W. 7th Street
Austin, Texas 78701

If to Contractor:

with copy to:

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, *Texas Government Code*, then Contractor will send that notice to University as follows:

Office of Talent and Innovation
ATTN: Executive Search Firm Contract Manager
The University of Texas System
210 W. 7th Street
Austin, TX 78701

Email: mzimmerman@utsystem.edu

with copy to: Scott C. Kelley, Ed.D.
Executive Vice Chancellor for Business Affairs
The University of Texas System Administration
210 W. 7th Street
Austin, Texas 78701

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

12.15 **Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not

affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

12.16 **State Auditor's Office.** Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.

12.17 **Limitation of Liability.** EXCEPT FOR UNIVERSITY'S OR REQUESTING INSTITUTIONS' OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES, UNIVERSITY OR REQUESTING INSTITUTION WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY OR REQUESTING INSTITUTION TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

12.18 **Survival of Provisions.** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination.

12.19 **Breach of Contract Claims**

12.19.1 To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

12.19.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under

subchapter C of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

12.19.1.2 If the parties are unable to resolve their disputes under **Section 12.19.1.1**, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

12.19.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University or Requesting Institution relating to this Agreement constitutes or is intended to constitute a waiver of University's, Requesting Institution's or the state's sovereign immunity to suit and (ii) University and Requesting Institution has not waived its right to seek redress in the courts.

- 12.19.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.
- 12.19.3 University, Requesting Institution and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.
- 12.20 **Undocumented Workers.** The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 8**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.
- 12.21 **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 12.22 **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand [University's Conflicts of Interest Policy](#), [University's Standards of Conduct Guide](#), and applicable [state ethics laws and rules](#). Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Further, Contractor agrees to comply with [§2252.908, Texas Government Code \(Disclosure of Interested Parties Statute\)](#), and [1 TAC §§46.1 through 46.5 \(Disclosure of Interested Parties Regulations\)](#), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Contractor may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at

12.23 - 12.26 Intentionally left blank

12.27 **Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract the Work in accordance with the Historically Underutilized Business Subcontracting Plan (“HSP”) (ref. **Exhibit D**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University and / or Requesting Institution in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, “TPSS”). Submission of compliance reports will be required as a condition for payment under this Agreement. If Requesting Institution determines that Contractor has failed to subcontract as set out in the HSP, Requesting Institution will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If Requesting Institution determines that Contractor failed to implement the HSP in good faith, Requesting Institution, in addition to any other remedies, may report nonperformance to the TPSS in accordance with [34 TAC §§20.285\(g\)\(5\), 20.585 and 20.586](#). Requesting Institution may also revoke this Agreement for breach and make a claim against Contractor.

12.27.1 **Changes to the HSP.** If at any time during the Term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with [34 TAC §20.285](#); (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 12.6** to replace the HSP with the revised subcontracting plan.

12.27.2 **Expansion of the Work.** If University expands the scope of the Work through a change order or any other amendment, University will determine if the additional Work contains probable subcontracting opportunities *not* identified in the initial solicitation for the Work. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.14](#) before (a) this Agreement may be amended to include the additional Work; or (b) Administrator may perform the additional Work. If Administrator subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with [34 TAC §20.14](#), Administrator will be deemed to be in breach of this Agreement under **Section 8** and will be subject to any remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.14](#). University may report nonperformance under this Agreement to the TPSS in accordance with [34 TAC §§20.101 through 20.108](#).

12.28 **Responsibility for Individuals Performing Work; Criminal Background Checks.** Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will (1) provide Requesting institution with a list (“List”) of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University’s or Requesting Institution’s campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Work.

Prior to commencing performance of the Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

12.29 through 12.38 **Intentionally left blank.**

12.39 **Project Notifications and Reports:** Contractor will, upon execution of any project addendum (**Exhibit B**) under this Agreement, send a fully executed copy to the address for the University of Texas System External Relations in which the Contractor is performing services:

Office of Talent and Innovation
ATTN: Executive Search Firm Contract Manager
The University of Texas System
210 W. 7th Street
Austin, TX 78737

Email: mzimmerman@utsystem.edu

12.40 **Contractor Reports**

In addition to the reports and deliverables required under the Agreement between the Contractor and the Requesting Institution, Contractor shall, on a quarterly basis, submit a report detailing all projects performed for any Requesting Institution, which will include the project name, project status (open / closed), total fees billed, total expenses billed, and completion date. Report will be sent to:

Office of Talent and Innovation
ATTN: Executive Search Firm Contract Manager
The University of Texas System
210 W. 7th Street
Austin, TX 78701

Email: mzimmerman@utsystem.edu

With copy to: Office of Contracts and Procurement
The University of Texas System
210 W. 7th Street
Austin, TX 78701

12.41 **Contractor Certification regarding Boycotting Israel.** Pursuant to [Chapter 2270, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.42 **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

UNIVERSITY:

THE UNIVERSITY OF TEXAS SYSTEM

By: _____
Dr. Scott C. Kelley, Executive Vice
Chancellor for Business Affairs

CONTRACTOR:

By: _____
Name: _____
Title: _____

Attach:

EXHIBIT A – Scope of Work

EXHIBIT B – Project Addendum

EXHIBIT C – Fee Schedule

EXHIBIT D – HUB Subcontracting Plan

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

PROJECT ADDENDUM

This Project Addendum (this "**Addendum**") is made and entered into effective as of _____, 20____ ("**Addendum Effective Date**") and is attached to and incorporated into the previously executed Non-Exclusive Services Agreement between University and Contractor (the "**Agreement**" or "**Non-Exclusive Services Agreement**"), dated effective _____, 20____, between The University of Texas System (the "**University**" or "**Requesting Institution**") an agency and institution of higher education organized under the laws of the State of Texas, and _____ having Federal Tax Identification Number _____ ("**Contractor**" or "_____").

By entering into this Addendum, the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement effective _____, 20____. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

While the Agreement is non-exclusive in terms of University's ability to work with other firms, this Addendum establishes a retained search for the particular recruitment described in this Addendum. In addition to termination of a recruitment in accordance with the Agreement, the Requesting Institution may elect to terminate a recruitment and related Project Addendum following delivery of a diverse pool of qualified candidates or any other milestone. In the event of a termination of this Addendum for any reason, any exclusivity created by the Addendum or the Agreement is extinguished and University or Requesting Institution may renew, continue, or begin another search for the position covered by the Project Addendum and Contractor will have no rights based on the terminated Project Addendum.

Contractor is aware of the Requesting Institution's Conflicts of Interest Policy and Standards of Conduct Guide (ref. **Section 12.22** of the executed Non-Exclusive Services Agreement), and Contractor and its employees, agents, representatives, and subcontractors understand and will comply with these policies. Contractor agrees that **Section 7** of the Agreement governs the ownership and use of any Work Material under this Addendum and **Section 12.11** of the Agreement governs the confidentiality and safeguarding of University Records under this Addendum.

Contractor is aware of [UTS 187](#) and understands the University's commitment to diversity in recruiting. In performing the Work set forth in this Addendum, Contractor agrees to take all actions necessary to support this commitment.

Project:

Subject to the terms of the Agreement and this Addendum, Contractor will perform the Work set forth in **Attachment A** to this Addendum regarding the position of _____ ("**_____**"). Such Work is collectively referred to in this Addendum as the "**Project**".

Schedule:

Contractor will perform the Project in compliance with the Search Work Plan set forth in **Attachment B** to this Addendum. As stated in that Search Work Plan, Contractor will commence performance of the

Project beginning on _____, 20_____, and complete the Project no later than [month, year] (the “**Addendum Term**”), at which time any exclusive rights of Contractor based on this Addendum will be terminated. Contractor will deliver the Project in accordance with the schedule of delivery dates set forth in the Search Work Plan. Any changes or extension to the Addendum Term or modifications to the Search Work Plan must be documented in a written amendment to this Addendum executed by University and Contractor.

Project Notification:

Contractor will, upon execution of this Addendum, send a fully executed copy of the Addendum to the attention of the University at the address specified in **Section 12.39** of the Agreement.

Fees, Charges and Reimbursable Expenses and Disbursements:

Contractor’s total compensation for its performance of Work under this Agreement is as follows:

- **Professional Fee:**

- **Administrative Charges (IF APPLICABLE):** In addition to Contractor's professional fees, the University will reimburse Contractor for approved search-related administrative expenses incurred by Contractor in its performance of the Project, including administrative support, search assessment, and research services (“**Administrative Charges**”). In no event will University be responsible for paying an amount of Administrative Charges in excess of \$_____ (_____ percent (_____%)) of the estimated \$_____ Professional Fee defined for this Addendum) (“**Administrative Charges Cap**”) without the advance written consent and approval of the _____. Contractor will include such Administrative Charges in its monthly invoices to the University as provided in **Section 6** of the Agreement. Provided, however, Contractor will include as part of its Final Invoice under this Addendum (ref. **Section 6.2** of the Agreement) an adjustment to its Administrative Charges reflecting the Administrative Charges Cap set forth above, if applicable.

- **Reimbursable Expenses (IF APPLICABLE):** Contractor will also invoice the University monthly for approved reimbursable expenses including travel, advertising, video conferencing and candidate expenses, which Contractor will pay directly to the candidates to preserve confidentiality. All such reimbursable expenses must be pre-approved by the University. Contractor’s reimbursable travel expenses must be in compliance with the Travel Expenses section in **Exhibit C** to the Agreement. Contractor will include such Reimbursable Expenses in its monthly invoices to the University as provided in **Section 6** of the Agreement.

Fee Cap:

Notwithstanding any other provision of this Addendum or the Agreement, the cumulative total amount of the Professional Fee and the Administrative Charges paid by the University under this Addendum will not exceed \$_____ (the “Fee Cap”) without further written authorization from the University.

Expense Cap:

Notwithstanding any other provision of this Addendum or the Agreement, the cumulative total amount of Reimbursable Expenses paid by the University under this Addendum will not exceed \$ [redacted] (the "Expense Cap") without further written authorization from the University.

Contractor Guarantee:

Contractor will do its utmost to bring the Project to a rapid and highly successful conclusion. Contractor will report its progress to the University frequently.

Contractor guarantees that the individual hired by the University as the [redacted] as a result of the Project will perform in a manner satisfactory to the University.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

[NAME OF REQUESTING INSTITUTION]

[NAME OF CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C

FEE SCHEDULE

It is the intent of the UT System Administration to award contracts that include a “Fee Schedule:” however, a Requesting Institution seeking Executive Search Services under the Agreement will negotiate and execute a separate contract “Addendum” for each recruitment with Contractor.

Proposers, by submission of its response to this RFP, acknowledge that the pricing terms established in the Agreement’s Fee Schedule will be used as a maximum pricing guide, and that each Requesting Institution may present the Contractor with alternative pricing terms, including lower Professional Fees, lower administrative fee and alternative payment schedules and related requirements, at the time of negotiation of the scope of services and total costs for each recruitment Addendum.

EXHIBIT D

HUB SUBCONTRACTING PLAN

ADDENDUM 1

DATE: September 1, 2020
PROJECT: Executive Search Firm Services
RFP NO: 720-2007
OWNER: The University of Texas System Administration
TO: Prospective Bidders

This Addendum forms part of Contract Documents and modifies Bid Documents dated June 9, 2020 with amendments and additions noted below.

Questions and Answers:

- 1. Question:** The RFP says "...do not embed any documents within your uploaded files..." Can you explain what this means? Thank you!
This language is in the Submission Instructions document on page 3:
"Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated."

I'm not clear on what an "embedded document" would be? Thank you!

Answer: *Certain file types (like .docx and .xlsx files, for instance) support embedding functionality, which allows the document's creator to digitally embed/insert a separate, unique file within the host file. Vendor submission documents that have other submission documents embedded within them will not be accessible for evaluation through Bonfire's in-platform document viewer.*

While the aforementioned embedding functionality may be useful within the scope of other use cases (i.e. seamlessly consolidating various layers of contextual information from multiple sources/documents into a single file), Bonfire cannot parse out an embedded file's contents from its host file's contents for evaluation, which poses the potential risk that components of the Vendor's proposal will be missed during the evaluation phase.

The scoring instructions are designed to instruct vendors not to embed submission documents within other submission documents. As long as a

vendor submits the right document to each Requested Document slot in the project, there should be no issues with their proposal!

2. Question: After reviewing the “Additional Questions Specific to this RFP” Excel sheet, it seems as though there are a number of questions in the file that will be answered in our “Proposer’s General Questionnaire” response/document. May we refer to those specific items in our Questionnaire when responding to the Excel sheet to maintain our formatting/presentation? Thank you.

Answer: *Yes, Proposer can refer to those specific items in your Questionnaire when responding to the Excel sheet to maintain the formatting/presentation.*

3. Question: Does this cover both MD and Non-MD positions?

Answer: *Yes, the possible searches could include both positions that require an MD credential and those that do not.*

4. Question: Can they give an example of titles that would be recruiting for?

Answer: *Potential titles could include, for any of our 14 academic or health institutions:*

- o University President*
- o Provost*
- o Executive Vice-President*
- o Assistant/Associate Vice-President*
- o Dean*

5. Question: Can contract employees be used for research or candidate identification/development?

Answer: *UT System would consider proposals using contract employees for research or candidate identification/development. UT System will have the expectation that all contract employees will be covered by non-disclosure requirements equivalent to those for employees.*

6. Question: Re: Request for Proposal – Proposer’s General Questionnaire - Page 7 of 9, Question 3.1.2: State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University. Our question is, will we be disqualified if we don’t supply two years of financial statements? As a private institution, our revenues/financial statements are not public information so this would be helpful to know.

Answer: *Proposers will not be disqualified. This information will be requested later and if needed during the RFP process.*

7. Question: Non-Exclusive Services Agreement Between University and Contractor – Page 9, 11. Insurance Requirements:

- o Your requirements for Commercial General Liability (Personal & Advertising Injury) are \$1,000,000 and we do not have any because our insurance company, Travelers, said the Personal & Advertising Injury exclusion in our policy is mandatory for our class of business; we are classified as “employment agency”. Will this prevent us from being chosen as one of your executive search firm providers?
- o Your Professional Liability (Errors & Omissions) requirement is \$3,000,000 aggregate and we have \$2,000,000. Is \$2M sufficient?

Answer: *Please redline the agreement with proposed changes to the limits. UT System will review. Making redlines will not disqualify Proposer from the RFP process.*

8. Question: Has the University of Texas previously retained a search firm?

Answer: Yes.

9. Question: Does the University have a current vendor for recruiting services?

Answer: Yes, UT System has 18 active agreements.

10. Question: Does the University use pre-hire assessments as part of the recruitment process?

Answer: *Hiring and recruitment practices may vary by institution. UT System Administration or one of its institutions may use pre-hire assessments as part of the recruitment process.*

11. Question: Will notes from the Pre-Proposal Conference be made available?

Answer: *This is an internal document that will not be available to Proposers. All questions that were asked during pre-proposal, as well as answers will be posted on Bonfire Portal.*

12. Question: For Section 5.4, Additional Questions, must we answer the questions in the Excel spreadsheet or can we upload an attached PDF document with the answers for more complex questions, referencing "see attached document(s)" in the spreadsheet response box?

Answer: *All questions need to be answered in the Excel spreadsheet. If Proposer has additional information, Proposer may upload it under the tab "additional information" and refer to it in the excel spreadsheet.*

END OF ADDENDUM 1