



REQUEST FOR PROPOSAL

EXECUTIVE SEARCH SERVICES FOR DEAN – COLLEGE OF ARTS AND SCIENCES

INTRODUCTION

Athens State University (“University”) seeks proposals from qualified professional executive search firms that have successful track records in recruitment of a Dean for the College of Arts and Sciences. The proposals received from this Request for Proposals will be used to select a firm to conduct the work addressed herein.

THE UNIVERSITY: PAST, PRESENT AND FUTURE

The institution was founded in 1822, by local citizens who purchased five acres of land, erected a building, and began Athens Female Academy. Ownership of the school was transferred in 1842 to the Methodist Church. It became a public institution in 1975 and was charged to serve the graduates of state junior, community, and technical colleges/institutes. In October 2012, the Alabama legislature approved the first autonomous board to govern the University.

Our bicentennial represents a significant milestone: despite epidemics, wars, and economic downturns, the institution has not only endured but also has grown into a highly respected university. It celebrates our past while preparing for our future. The ideas that led to our founding in 1822 continue to influence our mission to educate all students but especially those who have been historically underserved in higher education due to economic and social circumstances. The challenges faced by the institution over the years has fostered a resilience and agility that result in ongoing transformation.

The ongoing COVID-19 public health crisis has not prevented forward movement. A new strategic plan has been approved and the University is implementing this plan. While the University has been a leader in online education for many years, it is investing heavily in its enhancement. It is adding new programs of relevance and interest to students and employers. It has a large Title III grant to improve student success. It has a \$2.8 million FIPSE grant focusing on hyflex and active learning pedagogies. It has successfully been reaffirmed by SACSCOC in December 2021. The University is financially strong, and remains agile.

The University’s 37th President – Dr. Philip Way – began his tenure in August 2019, and has built a strong administrative team of vice presidents and associate vice presidents to execute the vision, mission, and strategic plan so as to transform students’ lives by making them economically and socially mobile. A new Provost/VPAA – Dr. Catherine Wehlburg – was hired June 2021 and she has continued to provide leadership and support for growth in existing programs and in the creation of new academic programs.

This RFP is designed to solicit search services to assist the University in finding the optimal candidate who can take College of Arts and Sciences to higher and higher levels.

INSTITUTIONAL CHARACTERISTICS

Athens State University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools and is one of a few institutions in the country to offer only upper-division (junior and senior) and graduate programs. Numerous departments or programs also hold specialized accreditation from the Accreditation Council for Business Schools and Programs (ACBSP), the Accreditation Board for Engineering and Technology (ABET), and the Council for the Accreditation of Educator Preparation (CAEP).

Undergraduate students are typically transfer students primarily from two-year schools in the Postsecondary Education System in the State of Alabama and adults returning to higher education to complete their degrees. Graduate students are often those who are returning to higher education to enhance their current job growth and development. Enrollment hovers around 3300 students, consisting primarily of non-traditional students, averaging twenty-nine years of age, and two-thirds are female. Some are wholly online, but many mix online, in-person, and blended courses. Students often maintain full time jobs and have family obligations. The University offers over 50 baccalaureate degree programs and six master's degree programs. In addition, the University offers 57 minors, 21 concentrations, and 17 certificate programs. See <http://www.athens.edu/>.

THE CITY OF ATHENS

Athens is an attractive quintessential Southern city in north-central Alabama. It is located at the heart of the Tennessee Valley region, roughly 24 miles west of Huntsville, 13 miles north of Decatur, 45 miles east of the Shoals area, and 15 miles south of the Tennessee state line. Athens serves as a transportation hub for North Alabama with access directly to major roadways and railroads, and close proximity to water and air transportation facilities. Athens lies at the crossroads of two major roadways: Interstate 65 and US Hwy 72, major north-south and east-west corridors respectively. Athens is approximately halfway between Birmingham and Nashville and is directly accessible from Interstate 65.

For much of its history, Athens was a small agricultural town housing the seat of government for Limestone County. However, with the onset of the 21st century, Athens has continued to develop into an industrial and commercial center for Limestone County and a bedroom community within the Huntsville metropolitan area. Athens and its surrounds are booming. In 2021 its population was estimated to be approximately 29,612. It is expected to continue to grow rapidly due to the growing automotive, aerospace, manufacturing, government service, and cybersecurity industries. The current unemployment rate in Athens, AL is 2.1% (compared to the US average of 6%) and the job market has increased by 3.5% over the last year with predicted rates continuing to increase. This augurs well for trailing spouses. The region has one of the most highly educated populations in the country.

The Athens-Decatur-Madison-Huntsville region is a great place to live. Housing options include historic homes, riverfront living, new houses, and apartments. The cost of living in Athens is approximately 84 percent of the US average. The climate is subtropical with hot humid summers and cool but not snowy winters. The region is a safe place to raise a family. Schools are very reputable. Sports facilities, public parks, hiking trails, golf courses and fishing opportunities abound. Entertainment is varied and plentiful. Numerous festivals are part of the annual calendar in Athens.

According to [U.S. News & World Report](#), in 2021 metro Huntsville was #3 in the Best Places to Live, #1 in the Best Places to Live in Alabama, and #18 in the overall Safest Places to Live.

JOB DESCRIPTION
OF THE
DEAN OF THE COLLEGE OF ARTS AND SCIENCES
AT ATHENS STATE UNIVERSITY

The Dean of the College of Arts and Sciences provides academic leadership to the College and reports directly to the Provost/Vice President for Academic Affairs (VPAA). The College Dean's responsibilities include, but are not limited to, academic planning, enhancement of programs, curriculum, teaching, scholarship and service, professional and regional accreditation, recruitment of faculty, faculty development and evaluation, student recruitment, advising, budget development, and allocation of resources.

The mission of the College of Arts and Sciences is to prepare students for entry into the job market or for continuing education in graduate or professional school. Through its course offerings, the College seeks to engage the intellect, excite the imagination, improve the scholarship of its students, and assist its students in developing:

- Competencies in written and oral communication
- Appreciation of their cultural heritage and understanding of their world
- A knowledgebase conducive to self-growth and enriched life experiences
- Fundamental knowledge, research skills, and computer literacy essential to lifelong learning

With a variety of over 25 undergraduate degrees and select master's programs, the College of Arts and Sciences provides a rich tapestry of opportunities for faculty, students, and the community. Along with programs at the main campus in Athens, AL, Athens State University has collaborated to create the Alabama Center for the Arts which houses our fine and performing arts programs in Decatur, AL.

STRATEGIC

The College Dean shall:

- provide leadership, working with the faculty, to achieve the mission of the college in the areas of teaching, scholarship, and service.
- foster an institutional attitude and department/College climate that promotes a collegial environment and excellence including advising.
- represent and promote the College both internally and externally.
- encourage faculty grant writing and acquisition of external funds in coordination with the Provost/VPAA.

- maintain open, positive channels of communication with all college and University stakeholders.
- commit to and support the development of diversity on the campus.
- participate in the establishment of the vision, long-term and short-term planning documents and decision-making and assist with strategic planning for both the College and University.

MANAGERIAL

The College Dean shall:

- demonstrate high participation in all levels of the assessment process. Monitor and distribute assessment data appropriately and use results in annual planning process.
- ensure compliance with regional, (Southern Association of Colleges and Schools Commission on Colleges) and college or program-level accreditation standards as well as appropriate state regulations, where applicable.
- implement academic policies established by the University and College.
- provide leadership in the area of faculty development and professional growth.
- ensure orientation of all new faculty and adjunct faculty.
- recommend faculty for promotion and continuing contract during probationary periods to the Provost/VPAA.
- work with department chairs, recommend all part-time faculty to the Provost/VPAA and President.
- recommend all search and screen committee members to the Provost/VPAA.
- appoint Department Chairs with the concurrence of the Provost/VPAA.
- supervise the activities of the department chairs and advise and mentor new department chairs.
- ensure regular department and College meetings.
- ensure the completion of both the annual faculty performance evaluations and student assessments of faculty/course.
- review and approve all College curricular requests and coordinate instruction, ensuring programs meet state and accreditation standards.
- assist in the establishment of and support for the orderly and regular review of programs and curriculum.

OPERATIONAL

The College Dean shall:

- ensure all students are advised and have a program of study.
- respond to student academic concerns and seek resolution at the faculty level, ensuring that accurate records of these issues are kept in the Dean's office.
- ensure completion of assessment for all curricular majors.
- foster the recruitment and retention of qualified students and provide leadership to students in academic endeavors and co-curricular activities.
- assist in catalog review of specific sections relating to their specific College.

- collaborate with the curriculum committee, in coordination with the Provost/VPAA, to develop and approve course offerings ensuring that the needs students are met.
- request a budget for the college and departments with appropriate justification; once budget is approved, monitor and allocate funds from the budget.
- coordinate with Department Chairs and the Assistant Vice President for Enrollment Management in the preparation and approval of the class schedule each semester.
- collaborate with the Provost, other College Deans, and others on the compilation of information for the catalog and its publication.
- coordinate with the Department Chairs and approve the assigning of courses and non-instructional assignments to full and part-time faculty.
- delegate appropriate tasks.

OTHER DUTIES

The College Dean shall:

- serve on Administrative Council, Strategic Planning Council, the Deans' Council, the Provost's Council, and other committees as needed.
- perform other duties as delegated by the Provost.

QUALIFICATIONS: (Including but not limited to):

- Ten years of full-time teaching experience at a university with both undergraduate and graduate teaching experience
- Doctorate appropriate for the College of Arts and Sciences
- Record of teaching, professional development/scholarly work, and service to warrant faculty rank of Professor
- Understanding of accreditation, preferably having national review experience
- Administrative experience in higher education

SCOPE OF WORK/SERVICES

The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the University.

Search Strategy

The vendor will work collaboratively with the University to develop the job search criteria for the Dean of the College of Arts and Sciences position. The vendor will develop a recruitment strategy, including timeline. The vendor will manage and implement the recruitment strategy.

Prospect Search

The vendor will use its resources to identify relevant higher education and industry sources where prospective candidates are likely to be found. In addition, the vendor will provide as much detail as possible about the candidate pool for the Dean of the College of Arts and Sciences position.

Prospect Identification

The vendor will seek out qualified candidates based on the specifications developed by the University. After conducting an initial screening to determine the candidates' compatibility for the position, management ability, technical competency, and fit with the University's values and culture, the vendor will make each candidate fully aware of the requirements of the position, the University's mission, values, and culture, and any other relevant information.

Prospect Interviews

The Vendor will make all applications of qualified applicants available to the search committee. The vendor will present approximately 10 candidates to the committee, briefing the University on each candidate's background and presenting a copy of each candidate's executive summary and résumé. The University, with input from the vendor, will select the prospects for interview. The vendor will work with the University to schedule phone and on-campus interviews for the selected prospects. Once interviews are completed, the University will select the finalists.

Reference Checks

The vendor will conduct a thorough background and reference check on all candidates submitted to the University, and will not just rely on the references listed on the resumes. The background check must include a criminal records check, a sex and violent offender registry check, a degree/education verification, a credit check, public media, an employment history verification, and personal and professional reference checks. Additional references may be requested/conducted by the University at its discretion. The vendor will brief the University's legal counsel on the results of the reference checks, and provide such reports as the University's legal counsel may require.

Prospect Selection

The University, in consultation with the Vendor, will select the candidate deemed most qualified to fill the position of Dean of the College of Arts and Sciences. The vendor will assist the University in negotiations and final settlement with the selected candidate.

Candidate Notification

The vendor will notify all candidates who were not selected as soon as practicable after the final selection is made.

1.0 VENDOR REQUIREMENTS

- 1.1** The vendor will provide a list of all placements for the past five years for Deans of Arts and Sciences and other related positions. The list should include the name of the institution, position title, date of placement, and whether the person is still in the position.

- 1.2 The vendor shall respond promptly to all University requests for information, consultation, or follow-up.
- 1.3 The vendor will submit invoices in a timely manner. Payment for work performed under this contract will not exceed the agreed contract amount. The vendor will provide supporting documentation when requested by the University.
- 1.4 The vendor must furnish certification of authority to conduct business in the State of Alabama as a condition of contract award.
- 1.5 The vendor will work collaboratively with Human Resources to ensure the University's compliance with applicable federal and state employment laws.
- 1.6 The vendor will guarantee the quality of its work. In the event that the candidate selected by the University (who was one of the slate of candidates submitted by the vendor) leaves employment within the first 12 months (through resignation, termination, or other means), the vendor will conduct a replacement search for no additional fee (except for direct expenses).

2.0 PROCUREMENT PROCESS

- 2.1 Request for Proposals ("RFP") is issued to prospective vendors.
- 2.2 Proposals (1 hard copy and one duplicate PDF by email to jackie.gooch@athens.edu) will be received from each vendor in a sealed envelope or package bearing the name and address of the vendor, name of the project and proposal due date. The original hard copy shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. The vendor shall make no other distribution of the proposals. All documentation submitted with the proposal should be bound in a single document.
- 2.3 Sealed proposals will be received subject to the conditions cited herein **until 4:00 pm on February 1, 2022**. All proposals must be furnished to:

Athens State University
Attention: Mike McCoy
300 North Beaty Street, Athens, AL 35611

No proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of sixty (60) days.

The University reserves the right to waive any irregularity in any proposal or reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the University.

- 2.4** Proposals will be evaluated on, including but not limited to, completeness, content, experience with similar projects, ability of the vendor and its staff, and cost. By submitting a proposal, the vendor agrees to all of the terms of the RFP unless exceptions to the RFP are stated by the vendor in its project proposal. Any contract related to this proposed project is subject to the availability of funds and/or the needs of the University. The University, at its discretion, may or may not issue a final contract as a result of this RFP.
- 2.5** The vendor's proposal must detail familiarity and proven experience with this type of contract and demonstrated ability to serve the University's needs for services associated with these activities. The vendor must detail its familiarity and ability to provide quality service meeting industry and government guidelines.
- 2.6** All charges associated with services to be rendered shall be included in the proposal and shall be valid for 60 days following RFP review. The University will not be obligated to pay costs not identified in the proposal.

Vendors must be aware that this is a request for proposals and offers, not a request to contract, and Athens State University reserves the right to reject any and all proposals when such rejection is deemed to be in its best interest.

- 2.7** The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this proposal. The RFP is designed to provide interested vendors with sufficient basic information to submit proposals meeting minimum requirements. Vendors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal.
- 2.8** The Office of Financial Affairs, at Athens State University, is the issuing office for this document and all subsequent addenda relating to it. Any questions concerning this RFP should be directed to Mike McCoy, Vice President for Financial Affairs, at mike.mccoy@athens.edu or 256-216-3303. The Office of Financial Affairs is the only agency authorized to award a contract for the proposed services. All pertinent State of Alabama purchasing codes and University policies and procedures apply.
- 2.9** Athens State University may award a contract based on initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service available.
- 2.10** The University, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the contract satisfy the requirements as identified in the contract order.
- 2.11** The University is exempt from sales and excise taxes. Exemption certification information appears on all purchase orders issued by the University. Such taxes shall not be included in quoted prices. However, if the vendor believes any taxes apply, they shall be shown separately. If not so shown, they can be considered an expense of the vendor.

- 2.12** The vendor agrees to indemnify and hold harmless Athens State University, its officers, agents, servants, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence of its acts or omissions in performing under any agreement resulting from this RFP, the vendor's presence on the University's premises, and/or any matter arising from or related to any agreement resulting from this RFP. This indemnification agreement shall include costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.
- 2.13** After the award of the contract, note that all proposals may be open for public inspection and review. Trade secrets, test data, financial data, and similar proprietary information will, to the extent allowed by law, remain confidential, provided that such material is so marked upon submission by the vendor.
- 2.14** Before an agreement is executed, the awarded vendor will be required to submit the following documents, completed and properly executed:
- State of Alabama Vendor Disclosure
 - Alabama Immigration Law Certificate of Compliance
 - E-Verify Memorandum of Understanding
 - Proof of insurance in the following kinds and minimum limited as indicated:
 - **Insurance:** The vendor is only responsible for general property risks of accidental loss to the building, and/or other equipment or furnishings owned by the University and provided to the vendor under this contract, except when caused by vendor negligence.

The vendor shall maintain in force at all times during the term of this proposal, with responsible insurance carriers, the following:

- (a) Worker's Compensation Insurance, required by the laws of Alabama, in the amount of the statutory limits, covering all of the vendor's employees engaged in any work hereunder and, in case of any work is sublet, the vendor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the vendor's insurance.
- (b) Automobile liability insurance in the amount of \$300,000 per person and \$500,000 per occurrence, if the use of an automobile by the vendor is involved in or related to its performance under the contract.
- (c) General liability insurance, in appropriate amounts as mutually agreed by vendor and the University.

The vendor shall provide annually a Certificate of Insurance to the University with respect to one (1) or more of the foregoing coverages. The University shall be made an additional insured on any of such policies of insurance.

- (d) Professional Liability Insurance naming and protecting the firm against claims for damages resulting from the firm's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than one million dollars (\$1,000,000).

3.0 PROPOSAL REQUIREMENTS

Each vendor is expected to submit a fully detailed proposal that adequately describes the advantages and benefits which the University would realize by acceptance of its proposal. The response to this RFP should include:

- 3.1 Letter of Transmittal/Cover Letter** - include your firm's understanding of the work to be performed. In addition, state why your firm believes it is the best qualified to perform the services requested. Also, state the primary contact and project executive for your firm.
- 3.2 Executive Summary** - provide a detail of services that you believe are appropriate for the project. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the project. Indicate how the resources of your firm (e.g. number and type of personnel allocated by hours) will be allocated for this project. Your proposal must include an estimated time for completing the project.
- 3.3 Corporate Background and Experience** - provide a list of completed or ongoing projects within the last five years of a similar nature and scope to Universities similar in size to Athens State University for which the personnel identified served on the project team. Provide names and telephone numbers of persons who can be contacted with regard to the services you have provided. Also, provide a list of all similar public agencies for which contracts were terminated in the last three years. Provide names and telephone numbers of persons who can be contacted regarding the termination. Firms may provide a brief explanation of the reason for the termination.
- 3.4** The proposal should address the following topics:

Project Organization and Management, including proposed timeline - provide the name, title, experience and qualifications of the personnel who will be assigned to this project. Additionally, provide the resumes of the primary contact and/or project manager.

Technical Approach

Candidate Pool Summary

Cost Proposal and Execution of Proposal (as attachments)

Financial Reports

Vendor's Standard Form of Agreement, if applicable

Additional information and attachments as required

3.5 Time for Acceptance

Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

3.6 Vendor's Representative

Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

3.7 Subcontracting

Vendor may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the primary contractor is also included for each proposed subcontractor.

4.0 EVALUATION PROCESS

- 4.1** A contract may ultimately be awarded to the firm whose proposal is determined to be most advantageous to the University. The University is not bound to accept any proposal based solely on pricing, but will make an award based on the evaluation factors set forth herein. The University may also consider factors such as the relative quality of services, the firm's financial responsibility, skill, record, experience, marketing, information gained from references, interviews of firm's personnel/management, and any other factor that would impact which proposal is the most advantageous to the University. Preference will be given to firms that demonstrate experience with projects similar in nature and scope at Universities similar in size to Athens State University. The University reserves the right to reject any and all proposals, and to waive any informality in proposals. The University is the sole judge as to whether or not a firm's proposal has or has not satisfactorily met the requirements of this request for proposal.
- 4.2** During the evaluation process, the University reserves the right, where it may serve the University best interest, to request additional information or to request oral presentations as a part of the evaluation process.

5.0 LAWS, ORDINANCES, RULES, REGULATIONS AND LICENSES

- 5.1** The requirements for federal contractors and subcontractors as they relate to Equal Opportunity and Affirmative Action are incorporated by reference and made a part of this proposal. Athens State University, as an equal opportunity/affirmative action institution, complies with all applicable federal and state laws regarding nondiscrimination and affirmative action. Athens State University does not discriminate on the basis of race, color, national origin, age, marital status, gender, gender identity, gender expression, pregnancy, sexual orientation, disability, religion, genetic information, or veteran status in employment, or admissions to or participation in educational programs and activities.

- 5.2 When awarded, the contract shall be subject to provisions of Title 7 of the Civil Rights Act of 1964 and parts II, III, and IV of the Executive Order 11246, dated September 4, 1965. In connection with the execution of any resulting contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, marital status, gender, gender identity, gender expression, pregnancy, sexual orientation, disability, religion, genetic information, or veteran status.
- 5.3 The awarded firm shall comply with all laws, ordinances, rules, and procedures of the City of Athens and the State of Alabama. This request for proposal and any resulting contract shall be governed in all respects by the laws of the State of Alabama, and is subject to change or cancellation due to changes in local, state, or federal laws and regulations.

6.0 CONTRACT TERMS AND CONDITIONS

- 6.1 **Governing Law:** This contract is made under and shall be governed and construed in accordance with the laws of the State of Alabama.
- 6.2 **Situs:** The place of this contract, its situs and forum, shall be Athens, Alabama, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
- 6.3 **Standard of Performance:** The vendor shall give its best effort to the performance of its undertaking under this contract, shall perform all services to be provided hereunder consistent with the highest standards of care, skill, and diligence, and shall employ sound, business-like, effective, and exemplary practices.
- 6.4 **Interest of Vendor:** The vendor covenant that is presented has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The vendor further covenants that in the performance of this proposal no such person having such interest shall be employed or engaged.
- 6.5 **Key Personnel:** The vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Office of Financial Affairs. The individuals designated as key personnel for purposes of this contract are those specified in the vendor's proposal.
- 6.6 **Force Majeure:** The vendor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall not be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of God, governmental action, etc., but it will be liable for all other delays, including specifically that caused by its own fault or negligence.
- 6.7 **Termination:** If either party shall be in material breach of a provision of this Agreement and such breach shall not be cured within sixty (60) days after receipt of written notice thereof,

then, in addition to all other remedies available to it, the non-breaching party may elect to terminate this Agreement. Notwithstanding the foregoing, neither party shall be considered to have breached a provision hereof if performance is prevented or delayed by act of God or other circumstance beyond a party's reasonable control.

6.8 Additional Termination Rights: Vendor may terminate this proposal at any time by notice to the University without further liability, if any of vendor's permits or other approvals required from any governmental authority or any licenses required from any third party to operate its business is canceled, expires, or is withdrawn or terminated without fault on the part of the vendor, or if the University fails to have authority to enter in this contract.

6.9 Conduct on Premises: The vendor agrees that all persons working for and on behalf of it whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.

The vendor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons or damages to property located on University premises caused by its employees and agents. Accordingly, the vendor agrees to take all necessary measures to prevent such injury and damage. The vendor shall promptly repair, to the specifications of the University's Physical Plant Director, any damage that it, or its employees or agents may cause to the University's premises or equipment. In the event the vendor fails to do so, the University may repair such damage and the vendor shall reimburse the University promptly for the cost of repair.

The vendor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the vendor will immediately notify Mike McCoy, Vice President for Financial Affairs, and thereafter furnish a full written report of such accident.

6.10 Availability of Funds: Any and all payments to the vendor are dependent upon and subject to the availability of funds at Athens State University for the purpose set forth in this agreement.

6.11 Assignment: No assignment of the vendor's obligations or the vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing procurement authority, the University may:

- a) forward the vendor's payment check(s) directly to any person or entity designated by the vendor, or
- b) include any person or entity designated by the vendor as a joint payee on the vendor's payment check(s).

In no event shall such approval or action obligate the University to anyone other than the vendor and the vendor shall remain responsible for fulfillment of all contract obligations.

- 6.12 Compliance with Law:** The vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 6.13 Nondiscrimination:** Vendor agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this agreement, discriminate unlawfully against any person on the basis of race, color, national origin, age, marital status, gender, gender identity, gender expression, pregnancy, sexual orientation, disability, religion, genetic information, or veteran status in employment, or admissions to or participation in educational programs and activities.
- 6.14 University Name – Limitations on Use:** The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of Mike McCoy, Vice President for Financial Affairs. However, the vendor shall be allowed to include the University on its routine client list for matters of reference.
- 6.15 Entire Agreement:** This proposal and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the vendor’s proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein or unless superseded by applicable Federal or State statutes of limitation.
- 6.16 Amendments:** This proposal may be amended only by written amendments duly executive by Athens State University and the vendor.

7.0 EXECUTION OF PROPOSAL

By submitting this proposal, the potential vendor certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. The costs associated with performing the service described herein have been determined and included in the proposed cost.
3. All labor costs, direct and indirect, have been determined and included in the proposed cost.
4. The potential vendor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.



Therefore, in compliance with this RFP and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the services.

VENDOR: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____

SIGNATURE (Typed or Printed): _____

DATE: _____