



THE UNIVERSITY OF  
ALABAMA IN HUNTSVILLE

July 14, 2021

TO: [Select vendors]

RE: Request for Proposal – Executive Search Services for a Provost and Executive Vice President for Academic Affairs, The University of Alabama in Huntsville  
**Proposal No. P00237**

The University of Alabama in Huntsville is requesting proposals to secure a vendor to enter into a contract for providing Executive Search Services for a Provost and Executive Vice President of Academic Affairs.

In order to be considered for selection, vendors must submit a complete response to this request for proposal. This proposal requires submittal of one electronic copy to Vendor Registry and two bound hard copies mailed to Business Services/Proposal **P00237**, Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, AL 35899. All bound hard copies of proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, **proposal number**, name of the project, and date. All copies digital and bound must be submitted/received by the deadline of August 4<sup>th</sup>, 2021 at 4 pm.

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, revisions will be posted on Vendor Registry. <https://vendorregistry.com>. The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days. The University reserves the right to waive any informality and to reject any and all proposals.

All questions pertaining to this Request for Proposal should be addressed to Kelly Haas via Vendor Registry.

Kelly Haas  
Procurement Officer II  
Procurement Services  
The University of Alabama in Huntsville

The University of Alabama in Huntsville  
Executive Search Request for Proposal  
Proposal #P00237  
July 14, 2021

## INTRODUCTION

The University of Alabama in Huntsville is seeking proposals from qualified companies to provide executive search services for the position of Provost and Executive Vice President for Academic Affairs. The firm must provide expert services in recruitment of University senior executives and have a successful track record in such recruitments.

**The University:** The University of Alabama in Huntsville (UAH) is a public co-educational, state-supported research university, preparing students for demanding positions in Engineering, the Sciences, Business, Nursing, Education, and the Liberal Arts. The university is ranked among *U.S. News & World Report's* Tier 1 national universities, and is rated as a 'very high research activity' institution by the Carnegie Foundation for the Advancement of Teaching, one of only 73 public universities in the nation holding that distinction. In 2011, UAH was named by Princeton Review and USA Today as one of the best higher education values in the United States. The university is rated as very competitive by Barron's Profiles of American Colleges, and enrolling freshmen have the highest average ACT scores among Alabama's public universities. During the past decade, the university has completed over \$100 million of new construction for academic and student facilities.

UAH has been a pipeline for the region's professional workforce and a mainstay of the local economy since its founding in 1950. Our classroom curriculum is complemented by our robust internship, co-op, study abroad, and undergraduate research programs, which provide ample opportunity for our nearly 10,000 students to conduct hands-on research and gain real-world experience long before graduation. Outside of the classroom, UAH's students enjoy a vibrant campus life featuring more than 185 student-run organizations, 11 fraternities and sororities, and 16 NCAA sports. The university's 500+ acre campus is home to 17 high-tech research centers and labs responsible for \$131.6 million in annual research expenditures. As the anchor tenant for Cummings Research Park, the second-largest research park in the nation, UAH also enjoys close partnerships with governmental and commercial employers like NASA, NOAA, the U.S. Army, the Federal Bureau of Investigation, and the Hudson Alpha Institute for Biotechnology.

Additional information about UAH can be found at [www.uah.edu](http://www.uah.edu).

**The Greater Huntsville Community:** Located in Northern Alabama, Huntsville is the home of NASA’s Marshall Space Flight Center, where the first rockets to take Americans to the moon were designed and built. Huntsville has an international reputation as a high-tech center with strong ties to Redstone Arsenal, including NASA and the U.S. Army as well as research organizations and corporations. UAH is the anchor tenant of Cummings Research Park, the second largest research park in the United States, and home to over 300 companies, including many of the nation’s top aerospace and defense and engineering-related companies, such as Lockheed Martin, Northrop Grumman, General Dynamics, Teledyne Brown Engineering, Computer Sciences Corp., Raytheon, and Boeing. *U.S. News & World Report (2020)* ranks Huntsville as the #1 Best Affordable Place to Live in the U.S. Huntsville was cited in a 2007 *Wall Street Journal* article as one of the country’s top 10 metropolitan areas for business vitality and was named by Forbes magazine in 2009 as one of the top 10 smartest cities in the world. Huntsville was recently ranked the as #18 in the list of Best Cities to Start a Career in the U.S. (*WalletHub, 2021*) and was included in the “Top 25 Best Performing Cities” by the Milken Institute. Huntsville has a substantial number of diversified industries and is rich in cultural and recreational activities. The population of the metropolitan area is approximately 466,000, and the public schools are among the best in the nation. For more information on the Greater Huntsville Community, visit <http://www.huntsvillealabamusa.com>.

### **Position Summary**

Reporting directly to the President, the Provost is the chief academic officer of the university. The Provost is responsible for providing leadership in planning, developing, reviewing and overseeing all academic programs and their budgets; effectively implementing the university’s strategic plan; recruiting, supporting, and retaining faculty; recruiting, nurturing, and educating students; and fostering the maintenance of a productive and stimulating educational environment. Reporting to the Provost are the Deans of the Colleges of Arts, Humanities, and Social Sciences, Business Administration, Education, Engineering, Nursing, Professional and Continuing Studies, and Science; the Dean of Graduate Studies; the Dean of the Honors College; the Associate Provost for Undergraduate Studies/Institutional Effectiveness; the Associate Provost for the Graduate School, International Services, and Academic Integrity; the Assistant Provost, Institutional Research, Assessment, and Effectiveness; the Directors of the Library, the Institute of Science Education, the Alabama Space Grant Consortium; and the directors of other academic support units.

## **SCOPE OF WORK/SERVICES**

### **Search Strategy**

The Vendor will work collaboratively with the University to develop the job search criteria. 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 Provost and Executive Vice President for Academic Affairs at UAH.

### **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(s), the University's mission, values, and culture, and any other relevant information.

### **Prospect Interviews**

The Vendor will brief the University on each candidate's background and present 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 airport/on-campus interviews for the selected prospects. Once interviews are completed, the University will select the finalist(s).

### **Reference Checks**

The Vendor will conduct a thorough background and reference check on the finalist(s). Additional references may be requested by the University at its discretion. The Vendor will brief the University on the results of the finalist(s) reference checks.

### **Prospect Selection**

The University, in consultation with the Vendor, will select the candidate deemed most qualified to fill the position of Provost and Executive Vice President. The Vendor will assist the University in negotiations and final settlement with the selected candidate.

## **Applicant Notification**

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

## **Summary of Job Duties of the Provost and Executive Vice President for Academic Affairs**

### **Purpose of Position**

Reporting directly to the President, the Provost is the chief academic officer of the university. The Provost is responsible for providing leadership in planning, developing, reviewing and overseeing all academic programs and their budgets; effectively implementing the university's strategic plan; recruiting, supporting, and retaining faculty; recruiting, nurturing, and educating students; and fostering the maintenance of a productive and stimulating educational environment. Reporting to the Provost are the Deans of the Colleges of Arts, Humanities, and Social Sciences, Business Administration, Education, Engineering, Nursing, Professional and Continuing Studies, and Science; the Dean of Graduate Studies; the Dean of the Honors College; the Associate Provost for Undergraduate Studies/Institutional Effectiveness; the Associate Provost for the Graduate School, International Services, and Academic Integrity; the Assistant Provost, Institutional Research, Assessment, and Effectiveness; the Directors of the Library, the Institute of Science Education, the Alabama Space Grant Consortium; the Registrar; and the directors of other academic support units.

### **Principal Activities**

#### **Academic Leadership**

- Provides leadership and vision for all academic programs;
- Provides leadership for academic program planning and development, educational policy, program assessment, faculty evaluation and faculty development;
- Establishes University-wide measures of institutional effectiveness and monitors progress relative to specific annual and long-term goals;
- Provides leadership for the accreditation process, and upholds academic standards set by professional accrediting bodies.

#### **Curriculum**

- Works with the Academic Deans to formulate, maintain and implement a high-quality curriculum;
- Drives the implementation of the University's student success strategy;

- Oversees and coordinates the activities of the General Education Program, the First Year Experience Program, the Honors Program and all interdisciplinary programs. Provides supervision for the Associate and Assistant Provosts in the fulfillment of these and other related responsibilities;
- Pursues global education opportunities on behalf of faculty and students;
- Advances the role of graduate education at the university and coordinates activities associated with graduate programs.

### **Faculty Development and Personnel**

- Leads the university's process for recruiting, hiring, developing, reviewing and retaining high-quality faculty;
- Makes recommendations for faculty appointments, tenure, promotions, compensation, sabbaticals, special leaves, and other personnel matters including disciplinary actions;
- Facilitates interdisciplinary collaboration among academic leadership and faculty;
- Promotes and supports the professional development and competency of the faculty and staff;
- Implements and ensures compliance with all personnel policies as outlined in the Faculty Handbook and related university policies.

### **University Governance**

- Presides over collaborative, decision-making processes among administrators, faculty, staff and students resulting in shared university governance;
- Works in partnership with the faculty through the university's faculty governance system as provided in the Faculty Handbook;
- Works in partnership with all faculty committees.

### **Budget Planning and Fiscal Management**

- Works with the deans to plan, develop and implement the annual budget for the Academic Division of the university;
- Responsibly manages fiscal resources and budgetary processes within the University's academic units in alignment with the University's strategic priorities;
- Provides leadership for long-term budget planning for the Academic Division.

### **Administrative Responsibilities and Office Management**

- Collects, maintains and distributes information for effective administration of the university's academic programs;
- Directs and works with the administrative and instructional leaders of each academic department or division;
- Supervises staff and coordinates the functions in the Office of the Provost.

### **University Representation**

- Works effectively with members of the Board of Trustees and other leadership boards and committees that serve the University;
- Promotes diversity and inclusion in all matters of the University affairs;
- Acts as a representative of the university in areas as required or as requested by the President.

Other duties as assigned by the President.

### Qualifications

- Earned doctorate or appropriate terminal degree with credentials in research and teaching sufficient for appointment as a Professor with tenure in one of the academic disciplines present at the university
- Prior experience in academic administration preferably comparable to that of a dean, associate vice president, or vice president/provost at a research university
- Broad experience in developing an academic vision and creating effective planning and implementation processes linked to that vision
- Demonstrated ability to manage a complex research-intensive academic organization and to work effectively with colleagues across divisions
- Strong commitment to collegial, consultative processes and to shared governance
- Record of accomplishment in developing effective strategies to build and support academic initiatives
- Track record in supporting internationalization, diversity, interdisciplinary collaboration, co-curricular learning opportunities, and the use of technology to complement instruction and learning
- Strong skills in academic program planning, financial and personnel management, and budget development
- Demonstrated effectiveness in leading and supporting a strong administrative team
- Deep understanding of and commitment to supporting institutional diversity goals for faculty, staff, students and academic programs
- Extraordinary communication skills, strong interpersonal skills, and a high level of professional integrity
- Experience with institutional or academic unit level accreditation processes
- Commitment to the values of public service and community outreach

Note: This represents a summary of the primary duties and minimum requirements of the Provost and Executive Vice President for Academic Affairs. The full, detailed job description is available in Human Resources.

## 1.0 VENDOR REQUIREMENTS

- 1.1 The Vendor shall respond promptly to all University requests for information, consultation, or follow-up.
- 1.2 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.
- 1.3 The Vendor will work collaboratively with Human Resources to ensure the University's compliance with applicable federal and state employment laws.

## 2.0 PROCUREMENT PROCESS

- 2.1 Request for Proposals (RFP) is issued to prospective Vendors.
- 2.2 Proposals including *one original and two copies* will be received from each vendor in a sealed envelope or package. Each original 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. Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in that single document.
- 2.3 Sealed proposals will be received subject to the conditions cited herein until 5:00 p.m. on August 4, 2021. All RFPs must be furnished to Kelly Haas, Procurement Services Office, in the Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, Alabama 35899.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the Vendor, **proposal number**, name of the project, and date. No proposals may be withdrawn after the scheduled closing time for receipt of proposals for a period of sixty (60) days.

Ownership of all data, material and documentation originated, and prepared for, the University pursuant to the Request for Proposal shall belong exclusively to the University.

- 2.4 Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the Vendor and its staff, and cost. Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University.



2.5 The Following Award Criteria will be used to evaluate and award proposals:

Criteria	Points
Completeness of Proposal	10
Content of Proposal	20
Experience with similar projects	30
Ability of vendor and staff	25
Cost	15
<b>Total</b>	<b>100</b>

**A. EXPERIENCE**

2.6 The Vendor's proposal must detail respondent's 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 respondent must detail its familiarity and ability to provide quality service meeting industry and government guidelines. The Vendor will provide a list of all placements for the past five years for Provost, Vice President for Academic Affairs, Chief Academic Officer, and other related positions. The list should include the name of the institution, position title, and date of placement.

**B. COST**

All charges associated with services to be rendered shall be included in the Request for Proposal and shall be valid for 60 days following the bid opening. The University will not be obligated to pay any costs not identified in the Request for Proposal.

Vendors must be aware that this is a request for offers, not a request to contract, and the University of Alabama in Huntsville 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 Procurement Services of The University of Alabama in Huntsville is the issuing office for this document and all subsequent addenda relating to it. The proposal number assigned on the cover sheet of this package must be referred to on all proposals, correspondence, and documentation relating to the RFP. Any questions concerning this Request for Proposal should be directed to Kelly Haas, Procurement Services Office, via email: [kelly.haas@uah.edu](mailto:kelly.haas@uah.edu) or via Vendor Registry.
- 2.9 The University of Alabama in Huntsville 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 Procurement Department of the University is the only agency authorized to award a contract for the proposed purchases. All pertinent State of Alabama purchasing codes and University policies and procedures apply.
- 2.11 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.
- 2.12 The University of Alabama 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 shall be considered an expense of the vendor.
- 2.13 The Vendor agrees to indemnify and hold harmless The University of Alabama in Huntsville, 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 this Agreement, its presence on the University's premises, or the existence of this Agreement or any matter related hereto. 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.

- 2.14 All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.
- 2.15 The Vendor must furnish certification of authority to conduct business in the State of Alabama as a condition of contract award.
- 2.16 The successful vendor will be required to file with Procurement Services a disclosure statement of relationship between vendors/grantees and employees/officials of the University. This form must be completed prior to issuance of a Contract by The University of Alabama in Huntsville.

## **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:

- Letter of Transmittal
- Executive Summary
- Corporate Background and Experience
- Project Organization and Management, Including Proposed Timeline
- Technical Approach
- Candidate Pool Summary
- Cost Proposal and Execution of Proposal
- Financial Reports
- Vendor's Standard Form of Agreement, if applicable
- Additional information and attachments as required

### **3.0 COST PROPOSAL (as attachment/provided by Vendor)**

**4.0 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: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

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

(Signature)

(Title)

\_\_\_\_\_  
(Typed or Printed)

\_\_\_\_\_  
(Date)

## 5.0 GENERAL INFORMATION

- 5.1 ***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.
- 5.2 ***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.
- 5.3 ***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 prime contractor is also included for each proposed subcontractor.

## 6.0 CONTRACT TERMS AND CONDITIONS

### (Contractual and Consultant Services)

- 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 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 covenants that it presently 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 Contract Administrator. 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.

In case of default by the Vendor, The University of Alabama in Huntsville may procure the services from other sources and hold the Vendor responsible for any excess cost occurred thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful vendor without expense to the University. Upon the entering of a judgment of bankruptcy or insolvency by or against the Vendor, the University may terminate this contract for cause.

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. Upon such termination, the University shall be paid any amounts owed by Vendor as of the date of termination; however, Vendor will be relieved of all other obligations under this proposal.

6.9 ***Conduct on Premises:***

- a) 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.
- c) 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 and

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 agent 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.

- b) 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 Laurel Long, Associate Vice President, Human Resources, 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 to The University of Alabama in Huntsville 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 contractor'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 and 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:** Operator 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, religion, sex, age, disability, or handicap. The equal opportunity

clauses required under Executive Order 11246 and regulations issued thereunder are made a part of this Agreement by reference.

- 6.14 **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 terms of this proposal, with responsible insurance carriers, the following:

- a) Workers' 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 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 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.

- 6.15 **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 Laurel Long, Associate Vice President, Human Resources. However, the Vendor shall be allowed to include the University on its routine client list for matters of reference.

- 6.16 **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 Proposals, 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.

6.17 ***Amendments:*** This proposal may be amended only by written amendments duly executed by The University of Alabama in Huntsville and the Vendor.

**Note:** In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

**Please indicate your company classification by circling the appropriate initial:**

Small Business (**SB**), a Small Disadvantaged Business (**SD**), a Black Small Disadvantaged Business (**BD**), a Woman-Owned Small Business (**WB**), a Woman-Owned Small Disadvantaged Business (**WD**), a Black Woman-Owned Small Disadvantaged Business (**BW**), a Large Business (**LB**), an Individual (**IN**), Educational (**ED**), Non-Profit (**NP**), a Labor Surplus Area Concern (**LS**), Disabled Veteran-Owned Small Business (**DV**), Veteran-Owned Small Business (**VS**), Historically Underutilized Business Zone (**UZ**), or a Governmental Agency (**GV**).

F.O.B. Point	TERMS	WARRANTY
UAHUNTSVILLE DESTINATION		
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL

\* Your company reference number, if applicable with this bid quotation.

**Certification Pursuant To Act No. 2006-557**

**Alabama Law (Section 41-4-116, Code of Alabama 1975)** provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

\_\_\_\_\_  
COMPANY NAME (TYPE OR PRINT)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
SIGNER'S NAME (TYPE OR PRINT)

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FAX NUMBER

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a “No Bid” response in accordance with Alabama Competitive Bid Law 41-16-24 sub-part b.

The University of Alabama in Huntsville will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

REV. 9/09

## State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto [www.uscis.gov/everify](http://www.uscis.gov/everify)
- Click “Getting Started” for information about the program, requirements, and enrollment process.
- Click “Enroll in E-Verify” and begin enrollment process.
- When enrollment process is complete, click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the [E-Verify Quick Reference Guide](#).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto [www.uscis.gov/everify](http://www.uscis.gov/everify)
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.

**REV. 6/12**



THE UNIVERSITY OF  
ALABAMA IN HUNTSVILLE

**CERTIFICATION OF COMPLIANCE WITH THE  
STATE OF ALABAMA IMMIGRATION LAW**

The undersigned officer of \_\_\_\_\_ (Company)  
certifies to the Board of Trustees of the University of Alabama that the Company does not  
employ an individual or individuals within the State of Alabama.

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICER

\_\_\_\_\_  
PRINT COMPANY NAME

\_\_\_\_\_  
PRINT NAME OF COMPANY OFFICER

\_\_\_\_\_  
PRINT TITLE OF COMPANY OFFICER

\_\_\_\_\_  
DATE

EV. 6/12



## VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed on a per contract basis for all contracts, including but not limited to proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted (“Agreements”). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

### Definitions

For the purposes of this form, the following terms shall have the following meanings:

- **“Agreement.”** Any single agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **“Entity.”** The corporation, partnership, sole proprietorship, individual or business of any kind in whose name or on whose behalf the goods or services are being provided to the University.
- **“Family Member.”** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse’s parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **“Public Official.”** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **“Relationship.”** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under [Board Rule 106](#).
- **“UAS.”** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **“You.”** Includes (1) the individual(s) or representative(s) of the Entity who (a) solicited the Agreement or (b) are responsible for managing the account or relationship with the University, and their partners or co-owners; and (2) any member of the of foregoing individuals' immediate family (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. **Name of Entity and Individual Completing this Form (may be completed by an authorized account manager/representative)**

Entity Name:			
Individual Name:			
Title:			
Address Line 1:			
Address Line 2:			
City, State, Zip:		Telephone:	

**2. UAS Entity with which You propose an Agreement? (i.e. University, College, Department, etc.)**

**3. Describe the proposed Agreement:**

Goods and services to be provided:

Grant or proposal number (if applicable):

Amount or anticipated amount:

Term:

Is the proposed Agreement the result of a competitive or bid process? Yes  No

**4. Have "You" (See definition above) or the Entity supplying the goods or services previously provided goods and/ or services to UAS within the current or last fiscal year? Yes  No**

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services: \_\_\_\_\_

Campus and Department: \_\_\_\_\_

Type of Goods/Services: \_\_\_\_\_

Amount Received: \_\_\_\_\_

Entity Providing Goods or Services: \_\_\_\_\_

Campus and Department: \_\_\_\_\_

Type of Goods/Services: \_\_\_\_\_

Amount Received: \_\_\_\_\_

*If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.*

**5. Did the amount of goods and /or services identified in response to Question 4 total \$1,000,000 or more?  Yes  No**

**6. a. Do You have a relationship with any UAS employee or Trustee who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit?  Yes  No**

**b. Do You have a relationship with any Public Official who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit?  Yes  No**

If You answered "Yes" to questions **6.a.** and/or **b.**, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official: \_\_\_\_\_

Campus/department where employed or position held: \_\_\_\_\_

Nature of relationship: \_\_\_\_\_

Potential Benefit: \_\_\_\_\_

Name of UAS employee, Trustee, or Public Official: \_\_\_\_\_

Campus/department where employed or position held: \_\_\_\_\_

Nature of relationship: \_\_\_\_\_

Potential Benefit: \_\_\_\_\_

*If you need to provide further information regarding UAS employee(s) or Trustee(s), or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.*

**7. Have any paid consultants, lobbyists, and/or Public Official assisted in obtaining the proposed Agreement?  Yes  No**

If yes, please provide the following information for each consultant or lobbyist.

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

*If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.*

**8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.**

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify I am authorized to complete this form on behalf of the Entity in whose name or on whose behalf goods or services are being provided, and I further certify no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date