

REQUEST FOR PROPOSAL

Huston-Tillotson University invites qualified individuals and firms to submit proposals to
provide
Executive Search Services

Proposals must be submitted to:

Huston-Tillotson University
900 Chicon Street
Austin, Texas 78702
Attn: Dr. Terry S. Smith

No later than:

Friday, July 18, 2014 at 4:00 PM Central Daylight Time

Issue Date:
June 27, 2014

Introduction

Intent and Scope of Work

Huston-Tillotson University and the Board of Trustees (hereinafter, "HT"), is seeking the services of a single contractor qualified to conduct a national search for the position of President/CEO who will lead the institution (hereinafter, "applicants").

Qualified, interested individuals and firms are invited to submit a written proposal in accordance with the specifications and guidelines set forth in this Request for Proposal (the "RFP").

The scope of work is further defined in PART III of this RFP.

Sealed proposals will be received until the date and time established. After receipt, only the names of the bidding companies will be made public. Proposals will not be read aloud. All requests for information will result in written responses sent to all applicants known to the University. All proposals shall become the property of the University.

The University reserves the right to accept or reject any and all proposals, waive any formalities in the proposal process and award proposals in a manner most advantageous to the University and to negotiate with any providers as deemed advisable or necessary for the best interest of the University.

University Information

The roots of Tillotson College date back to 1875 and build upon work of the Freedmen's Aid Society of the American Missionary Association of the Congregational Churches (now the United Church of Christ). Chartered in 1877 as Tillotson Collegiate and Normal Institute, the school began classes on January 17, 1881. Many of Tillotson's first students had no prior formal education. However, eager students, who numbered 100 by the end of the first year, understood that their admission to Tillotson made them among the elite of their race and placed upon them the responsibility to enrich others through the skills they would derive from their education.

In 1876, the Reverend George Warren Richardson, a Methodist minister from Minnesota, leased St. Paul Methodist Episcopal Church of Dallas, Texas, as the site for a school for the colored youth of the city. In 1878, the school was moved to Austin, Texas, and housed in what is now Wesley United Methodist Church. In December of 1887, Samuel Huston, a farmer from Marengo, Iowa, donated property estimated to be worth \$10,000, with the understanding that the school would bear his name. Samuel Huston College was chartered in 1910 as a private educational corporation under the laws of Texas. Throughout the history of Samuel Huston College and Tillotson College, moral and religious instruction undergirded the curriculum at both institutions. The schools also contributed significantly to the social and civic life of Austin's black citizens. Located less than one mile apart in East Austin, the institutions enjoyed healthy competition and rivalry in athletic programs, cooperation in student activities, and collegial relationships among the faculty, staff and students.

Neither college enjoyed a wealth of material or financial resources. Consequently, and because of their mutual interests, values, and constituencies, the trustees of Samuel Huston College and Tillotson College met jointly on January 26, 1952, and agreed to detailed plans for merger the two institutions. The merger was consummated, and the new Charter of Incorporation for Huston-Tillotson College was signed on October 24, 1952. In February 2005, under the leadership of Dr. Larry L. Earvin, Huston-Tillotson changed its name from college to University. This change did not amend the mission of Huston-Tillotson, but affords the institution the opportunity for growth and additional brand recognition.

HT's website is at: <http://www.htu.edu>

Key Event Dates

Event	Date
Publish the RFP	Friday, June 27, 2014
Advertise RFP	Friday, June 27, 2014
Deadline for Proposal Submission	Friday, July 18, 2014
Contract Awarded	2 Friday, July 25, 2014

PART I – PROPOSAL REQUIREMENTS

1.0 Instructions to Offerors

1.1 Advice

The department responsible for this RFP is the President's Office, Huston Tillotson University, 900 Chicon Street, Austin, Texas 78702. The HT contact for this RFP is Dr. Terry S. Smith, Clerk of the Board; telephone (512) 505-3004; email: tssmith@htu.edu. All questions, prior to award, should be directed to Dr. Smith.

1.2 Questions

Questions concerning this RFP must be submitted in writing to the HT contact named in section 1.1, above. If HT determines that questions necessitate a change to this RFP, the change will be reduced to writing in the form of an addendum.

1.3 Form of Proposal and Method of Submission

Electronic submitted proposals are also required. All written proposals must be submitted in one (1) original and four (4) copies (these copies are for use by the evaluation committee). Proposals must be received by the deadline for submission of proposals in a sealed envelope clearly marked with the firm name, return address, the RFP number and the closing date and time.

Proposals not submitted as instructed may not be accepted. Amendments to proposals, once filed, may only be submitted in a properly-identified, sealed envelope, prior to the date and time for submission of proposals.

1.4 Receipt of Proposals / Late Proposals

1.4.1 It is the sole responsibility of the offeror to ensure timely delivery of its proposal to the HT Purchasing Department. HT will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies such as FedEx, UPS, DHL, or Airborne Express, or any other mode of delivery chosen by the offeror.

1.4.2 Proposals received after the date and time specified for submission of proposals shall be considered late and shall not be considered for award, unless one or more of the following conditions exists:

1.4.2.1 it is determined by HT that late receipt was due solely to mishandling by HT after receipt of the proposal by HT; or

1.4.2.2 only proposal received; provided however, that the proposal is received by close-of-business (4:00 p.m.) on the date for submission of proposals.

1.5 Accuracy of Proposal / Withdrawal of Proposal Prior to Deadline for Submission of Proposals

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile at any time prior to the hour of closing, provided that the facsimile is signed and dated by the offeror's authorized representative. However, no proposal may be withdrawn for a period of ninety (90) days subsequent to the closing without the prior written approval of the Clerk of the Board.

1.6 Disclosure

Offerors shall note any and all relationships that might be a conflict of interest and include such information with the proposal. (*see* Part II, Contract Terms and Conditions, section 7.0)

1.7 Costs for Responding

All cost(s) directly or indirectly related to preparation of a response to the RFP, and any oral presentation required supplementing and/or clarifying a proposal shall be the sole responsibility of and shall be borne by each offeror.

1.8 Offeror Response and Proprietary Information

1.8.1 This RFP specifies the format, required information, and general content of proposals submitted in response to this RFP.

1.8.2 The Clerk of the Board will not disclose any portions of the proposals prior to contract award to anyone outside the members of the evaluating committee and/or Board of Trustees.

1.8.3 After a contract is awarded in whole or in part, HT shall have the right to duplicate, use, or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record. Offerors must label each page containing what they believe to be a proprietary or trade secret in the bottom margin. Disclosure of a proposal, in whole or in part, including pages marked "proprietary" or "trade secret," is governed by the Texas Open Records Act.

1.9 Disposition of Proposals

All proposals become the property of HT. The successful proposal may be incorporated into the resulting contract by reference.

1.10 Alternate Proposals

Offerors who wish to do so, may submit alternate proposals. If more than one proposal is submitted, however, each proposal must be complete (*i.e.*, separate and separately submitted), and must comply with the instructions set forth in this RFP. Each proposal will be evaluated on its own merits.

1.11 Rejection of Proposals

In addition to those stated elsewhere in this RFP, grounds for the rejection of proposals include, but shall not be limited to:

1.11.1 Failure of a proposal to conform to the essential requirements of the RFP.

1.11.2 An offer imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to HT in any contract awarded on the basis of such solicitation.

1.11.3 Failure of the offeror to certify the RFP.

1.12 Section Titles in the RFP

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

1.13 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except *bona fide* employees of the offeror or *bona fide* established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, HT shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price ~~or~~ otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

1.14 Publicity Releases

Neither an offeror nor the contractor shall refer to award of the contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by HT.

1.15 Security and Integrity of Data

In case the offeror gains access to data, files, and or other materials (collectively referred to as "data") that are the property of HT, the offeror shall preserve the safety, security and integrity of the data, and shall ensure the confidentiality, sensitivity, privilege and privacy of all data.

1.16 Award of Contract

1.16.1 Award shall not be made upon opening of the proposals but at a time as soon thereafter as may be necessary to evaluate proposals and to obtain Board of Trustees authorization, if required.

1.16.2 The provisions, terms and conditions of this RFP shall become a part of any subsequent contractual documents. Failure of the successful offeror to accept this obligation may result in the cancellation of any recommendation to award.

1.16.3 It is the intent of HT to award the contract to the qualified offeror whose proposal, conforming to the conditions and requirements of the RFP, is determined to offer the best value to HT.

1.16.4 Notwithstanding the above, this RFP does not commit HT to contract for any requirements detailed in this document.

2.0 Required Format and Content of the Proposal

Proposals shall be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.

Each original and copy of the proposal shall be bound in a single volume and labeled in such a manner that each and every page will be identifiable as to offeror name. All documentation submitted with the proposal shall be bound in the single volume except as otherwise specified.

Proposals shall include the following information in tabbed sections, as follows:

2.1 TAB 1: Transmittal letter

The transmittal letter shall be submitted on letterhead and signed by an individual authorized to legally bind the offeror. It shall include:

2.1.1 a statement summarizing offeror's understanding of the work to be performed hereunder;

2.1.2 a statement acknowledging any addenda issued to this RFP by HT.

2.1.3 a statement accepting financial responsibility for any expenses incurred in the preparation of the proposal, including travel expenses for oral presentations (if required), and offeror's interviews.

2.1.4 a statement regarding any deviations from, or exceptions to, this RFP, and justification therefore. A response that takes exception to any mandatory item in this RFP may be rejected and may not be considered for award.

2.2 TAB 2: Required Documentation

Signed and completed Bidder's Disclaimer Statement, Exhibit A;
Completed references, Exhibit B;
Signed and completed Certification, Part IV;

2.3 TAB 3: Offeror Qualifications.

2.3.1 Description of methodology used in fulfilling the requirements noted in the RFP.

2.3.2 Detail of the qualifications of the individual(s) or firm proposing to provide the direct services outlined above and their prior experience.

2.3.3 A detail of all costs associated with the proposed services (please note that the college intends to make all travel arrangements for all candidates selected for interviews)

2.3.4 A list of references, not to exceed three institutions of higher education.

2.3.4 A detailed listing of experiences with universities.

2.4 TAB 4: Executive Summary and Proposal Overview

2.4.1 Firm ownership and organization. State the firm name. Give the firm's principal address and the satellite office(s) from which services under this contract will be conducted. Provide the names of contact persons principally responsible for this account, their phone numbers and office addresses. Provide number of years firm has been in business and the number of years the firm has been in business at its principal address.

2.4.2 Provide the names, biographies and qualifications of the executive team and of the team members who will provide the services to HT. As applicable, provide years of experience, years with your firm, position titles and any other pertinent information.

2.4.3 Condense and highlight the contents of the proposal in such a way as to give the evaluation committee a complete understanding of your firm's proposal.

2.5 TAB 5: Litigation and Registration

2.5.1 Is your firm a party, in any capacity, to any current, actual or pending litigation? If yes, provide the details of the litigation and explain in detail.

2.5.2 Within the last six years, has your firm, any predecessor of your firm, or any member of your firm been the subject of any stop order, consent decree, censure, reprimand, or any other disciplinary action? If yes, explain in detail.

2.6 TAB 6: Services Defined

Fully describe the services your firm will provide to HT and your firm's delivery method for those services. Include detailed information regarding your firm's controls relevant to the confidentiality, sensitivity, privilege and privacy of applicant information, and controls to protect the security and integrity of BLINN data in accordance with Part I, section 1.16.

2.7 TAB 7: Rates and Charges

Subject to Part II, Terms and Conditions, Section 3.0, Compensation and Method of Payment, state the terms and methods of payment. Provide a complete list of rates and charges.

2.8 TAB 8: Additional Information

Provide any additional information that you believe should be considered when evaluating your company's proposal.

The offeror may present any appropriate, creative approaches or supporting documentation that would be pertinent to this RFP.

3.0 Evaluation

3.1 Proposals will be evaluated in accordance with the following:

- (1) the purchase price;
- (2) the reputation of the vendor and of the vendor's goods or services;
- (3) the quality of the vendor's goods or services;
- (4) the extent to which the goods or services meet the institution's needs;
- (5) the vendor's past relationship with the institution and other institutions;
- (6) the impact on the ability of the institution to use historically underutilized businesses;
- (7) the total long-term cost to the institution to acquire the vendor's goods or services; and
- (8) any other relevant factor specifically listed in the request for bids or proposals.

3.2 A Search Committee appointed by the chair of the Board of Trustees will score and rank responses to the RFP. The following weighted criteria will be used:

PART II - CONTRACT TERMS AND CONDITIONS

1.0 Applicability

These terms and conditions are applicable to and shall form a part of any contract executed pursuant hereto.

2.0 Term of Contract and Option to Renew

2.1 The effective date of the contract shall be the date the contract is executed. Service is anticipated to commence on July 25, 2014.

2.2 This contract shall have an initial term ending on successful acceptance by a qualified applicant or June 1, 2015, whichever is first.

3.0 Compensation and Method of Payment

3.1 The contractor shall be paid in accordance with acceptable rates and satisfactory performance according to standards within HT's Request for Proposal No. 1.

3.2 The contractor shall direct invoices marked "confidential" in a sealed envelope also marked "confidential" to the HT Representative. Such invoices shall contain the name of the candidate and any other identifying information provided to the contractor by the HT Representative, along with this contract number, any purchase order number provided to the contractor and a complete itemization of rates and charges.

4.0 Contracts Subject to Uniform Commercial Code

Where applicable, contracts between a contractor and HT shall adhere to the statutes set forth in the Uniform Commercial Code (Arts. 1-9) by the American Law Institute and National Conference of Commissioners on Uniform State Laws (1992).

5.0 Conflict of Interest

Neither HT trustees, employees, nor their spouses, shall accept gifts or entertainment from vendors of the University. The University shall not do business with any of its trustee, employees, or their spouses.

6.0 Extra Contractual Services

HT reserves the right to purchase services of a related or similar nature and kind from the contractor. Such Services, if purchased, shall be on an as needed basis at contractor's then prevailing prices; provided that Such prices are deemed reasonable by HT.

7.0 Indemnification

The contractor shall save and hold harmless and indemnify HT against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the contractor. Contractor hereby assumes full responsibility for the character, acts and conduct of all persons employed by contractor.

This clause shall survive the cancellation of any Request for Proposal, the award of a contract to the contractor as result of such Request for Proposal, and the termination of any such contract, until the period for which the contractor is determined to be liable in accordance with local, state or federal statutes or regulations.

8.0 Insurance Requirements

Contractor shall procure and maintain at its own expense the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be written by insurers acceptable to HT.

10.1 General public liability insurance covering all duties, services, or work to be performed under the contract; for contracts up to \$100,000, insurance shall provide limits of \$1,000,000 each occurrence, \$500,000 products/completed operations aggregate, \$500,000 personal injury liability, \$50,000 property damage liability, \$5,000 medical payments coverage, \$1,000,000 policy aggregate

10.2 Automobile liability insurance \$250,000 per person, \$500,000 per accident for bodily injury, and \$100,000 per accident for property damage.

10.3 The contractor shall maintain Workers Compensation Insurance providing the statutory benefits for the State of Texas and employer's liability in the amount of \$1,000,000 for each person, \$1,000,000 in the aggregate and \$1,000,000 for each person for occupational disease.

10.4 The contractor shall maintain Comprehensive Crime Policy for contractor employee theft of college assets in the amount of \$1,000,000 each occurrence; \$1,000,000 annual aggregate.

10.5 The contractor shall maintain professional liability policy in the amount of \$5,000,000.

10.6 HT shall have no responsibility of liability for such insurance coverage. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the College. All of these required policies must include a Waiver of Subrogation in favor of HT, its trustees and employees.

10.7 Contractor shall submit a properly endorsed Certificate of Insurance by no later than the tenth (10th) day after execution of the contract and prior to any payment being made to, or work performed by, the contractor. Each policy of insurance shall provide for thirty (30) days notice of cancellation to HT and shall name HT's Board of Trustees as additional insured and include the following provision:

"It is a condition of this policy that the insurance carrier shall furnish written notice to the Dr. Terry S. Smith, Clerk of the Board, Huston-Tillotson University, 900 Chicon Street, Austin, Texas 78702, thirty (30) days in advance of the effective date of any reduction in, or cancellation of, this policy."

9.0 Contract Not a Guarantee of Purchase

This contract is not a guarantee of purchase. Purchases shall be made subject to fund availability, budgetary concerns, and other matters affecting, or which may affect, the procurement of services hereunder.

10.0 Non-Appropriation

This contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the contractor shall not prohibit or otherwise limit HT's right to pursue and contract for alternative solutions and/or remedies as deemed necessary by HT for the conduct of its affairs.

11.0 Bankruptcy

In the event that a voluntary petition is filed by the contractor under the bankruptcy laws of the United States, or if an involuntary petition is filed against the contractor and is not discharged within a reasonable period of time, or if the contractor makes a general assignment for the benefit of creditors, HT may terminate this contract without prejudice to any rights hereunder.

12.0 Termination for Convenience

Either party may terminate this contract by providing the other party with a thirty (30) day written notice. In the event of such termination by the contractor, the contractor shall either perform all approved work or shall reimburse HT for payments already made to the contractor by HT; such reimbursement must be acceptable to HT and shall be made within thirty (30) days of contractor's notice to terminate.

13.0 Termination for Cause

Termination by HT for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions. Furthermore, neither termination costs to be paid by HT, nor thirty (30) day written notice shall apply to a termination for cause.

14.0 Default on the Part of the Contractor

HT may terminate this contract for non-performance, as determined by the University for such causes as:

14.1 Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract

14.2 Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.

14.3 Subject to section 13.0, Bankruptcy, *above*, adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that contractor might, during that sixty (60) days period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

14.4 Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the contractor.

15.0 Suspension

HT shall also have the right to suspend the contract upon written notice to the contractor. Such written notice shall state the reason(s) for suspension and allow for a period of ten (10) days during which the contractor shall be provided with an opportunity to respond to the notice of suspension, or shall undertake any reasonable remedial action required by HT. If, in the opinion of HT, the contractor remains in violation of this contract at the completion of the ten (10) day suspension period, HT shall have the right to terminate this contract, whereupon all obligations of HT to the contractor shall cease.

16.0 Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event HT prevails, the contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

17.0 Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

18.0 Assignment

This contract nor any duties or obligations herein shall be assignable without the prior written approval of the HT. In the case of the death of the contractor, if a sole proprietor, this contract may be terminated at HT's discretion.

19.0 Contract Changes

No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the contractor and HT, and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the contract.

20.0 Governing Law

All contracts shall be governed by and all disputes between the parties construed under the laws of the State of Texas. Any actions or remedies pursued by either party shall be pursued in the state and federal courts of Travis County, Texas only after Alternate Dispute Resolution (ADR) has been exhausted.

21.0 Entire Agreement

This contract contains the entire agreement between the parties hereto. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and signed by both parties.

PART III - SCOPE OF WORK

1.0 Intent and Purpose -

The University expects to enter into a contract with the selected individual or firm for the following services:

- 1.1** Assist the Board of Trustees in developing the timetable for selection of the President and CEO.
- 1.2** Assist the Board of Trustees in the finalization of outreach search materials.
- 1.3** Assist the Board of Trustees with recruitment and outreach strategies for advertising the position and securing a sufficient pool of qualified and diverse candidates.
- 1.4** Provide orientation/training and an overview of the search process for the Board of Trustees.
- 1.5** Provide orientation/training and an overview of the search process and expectations of Presidential Search Committee (PSC) members.
- 1.6** Assist the Board of Trustees and PSC with the evaluation of candidates, providing evaluations of perceived strengths and weaknesses of each candidate.
- 1.7** Maintain schedules and timetables for the selection process.
- 1.8** Meet with the Board of Trustees and PSC, as needed, to move the process through completion.
- 1.9** Provide information, materials and support to the Board of Trustees and PSC members, as needed.
- 1.10** Maintain confidentiality of communications with candidates, the Board of Trustees, and the PSC.

2.0 The University will provide the following services, at its expense, to assist in the search process:

- 2.1** Design and produce the outreach brochure describing the University, the position, and the desired candidate profile.
- 2.2** Utilize existing HT website to assist in promoting awareness of the vacancy.
- 2.3** Make and coordinate travel arrangements of the interviewees if this is negotiated as part of the contract for services.
- 2.4** Provide a single point of contact.

The selected individual or firm will provide all relevant information about potential candidates to the Board of Trustees and the PSC Committee Chair. All candidate materials remain the property of HT.

3.0 POSITION TITLE

President and CEO, Huston-Tillotson University

PART III - SCOPE OF WORK (continued)

4.0 POSITION DESCRIPTION

Reporting Relationship Reports to the governing Board of Trustees

The President and CEO (President) is the chief executive officer of HT, for all programs and operations. The President is expected to:

- 4.1 serve as the executive administrator of the Board of Trustees and work under its direction;
- 4.2 recommend the plan of organization of the University to the Board of Trustees;
- 4.3 serve as chief executive officer of HT and is responsible to the Board of Trustees for the implementation of board policy;
- 4.4 serve as advisor to the board, keeping the board informed concerning the operation and welfare of HT;
- 4.5 make recommendations to the board regarding the mission of HT;
- 4.6 ensure sound fiscal practices and to expand the fiscal resources of HT;
- 4.7 organize and coordinate the total HT program in such a manner to achieve unity of purpose and fulfillment of goals;
- 4.8 represent the HT to external agencies and organizations, and to develop sound partnerships which assist in the advancement of the institution;
- 4.9 make recommendations to the board regarding employment and dismissal of appropriate HT employees;
- 4.10 bear responsibility for the performance of all personnel of HT and interpret and implement all official decisions of the Board of Trustees;
- 4.11 develop and sustain a high performing executive leadership team;
- 4.12 provide executive leadership in the development and achievement of the vision and goals of the HT's Master Plan and Strategic Plan;
- 4.13 assume responsibility for all athletics and all fund-raising activities of HT;
- 4.14 perform other related tasks as assigned.

PART IV – CERTIFICATION

1.0 I hereby certify that I am authorized by the company whose name appears on this Certification, to submit this proposal and to execute a contract on behalf of said company.

2.0 I certify that the following items are included with the proposal:

- All items required under Part I, section 2.0 of this RFP (required)
- Exhibit A – Bidder’s Disclaimer Statement (required)
- Exhibit B – References (required)
- Exhibit C - No Offer Response Form (optional)

3.0 I certify that this proposal meets all the requirements of the Request for Proposal and shall remain firm for a period of ninety (90) days.

4.0 I certify that I have read the Request for Proposal including the Contract Terms and Conditions and the Scope of Work, and I understand that they shall be a part of the contract issued pursuant to this Request for Proposal:

Authorized Signature:

Print Name:

Title:

Company Name:

Company Address:

Telephone: _____

E-Mail: _____

Date:

Exhibit A
BIDDER'S DISCLAIMER STATEMENT

The undersigned Bidder, by signing and executing this bid, certifies and represents to Huston-Tillotson University (HT) that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by section 36.01 (3) of the Texas Penal Code, or anything of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of HT concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders and so further certifies and represents that Bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer anything of pecuniary benefit or any other thing of value to any officer, trustee, agent or employee of HT in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of HT in connection with information regarding this bid, the submission of this bid, the award of this bid or the delivery or sale pursuant to this bid.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

FELONY CONVICTION NOTIFICATION

State of Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

COMPANY NAME:

ADDRESS:

CITY, STATE, ZIP: PHONE:

SIGNATURE OF COMPANY OFFICIAL:

TITLE: DATE:

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR
- My firm is not owned or operated by anyone who has been convicted of a felony. OR
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

Details of Conviction(s):

Exhibit B

References

This Exhibit B must be completed and submitted with the proposal. Indicate three (3) institutions of higher education references in accordance with RFP:

1. Company Name:

Contact Person:

Title:

E-Mail Address:

Phone/Fax Number:

Address:

2. Company Name:

Contact Person:

Title:

E-Mail Address:

Phone/Fax Number:

Address:

3. Company Name:

Contact Person:

Title:

E-Mail Address:

Phone/Fax Number:

Address:

Exhibit C

No Offer Response

If your firm is unable to submit an offer at this time, please provide the information requested in the space provided below and return it, prior to the RFP Closing date and time, to:

Huston-Tillotson University
900 Chicon Street
Austin, Texas 78702
Attn: Dr. Terry S. Smith

I/WE DID NOT SUBMIT AN OFFER FOR THE FOLLOWING REASONS:
(Please place an X by all the reasons that apply)

1. Do not supply the requested service.
2. Scope of job is TOO SMALL to be supplied by my company.
3. Scope of job is TOO LARGE to be supplied by my company.
4. Specifications are “too constrictive” or appear to be written around a proprietary product.
5. Time frame for responding was too short. (Please elaborate on your primary reason for this judgment.)
6. Other reasons:

BY:

AUTHORIZED SIGNATURE DATE

PRINTED NAME & TITLE:

PHONE NO.:

COMPANY NAME:

FAX NO.: