

CONTRACT AWARD

Date: 01/04/2022

CONTRACT NO.: 41494

*The KSU Contract Number must be shown on all documents
and correspondence between vendor and University.*

Prior Contract: 41293

Purchasing Contact: Memory Buffington

Phone: 785-532-6214

E-mail: kspurch@k-state.edu

Item: **Executive Search Services**

Primary Using Department: Kansas State University – Human Capital Services (08010)
Shanna Legleiter – legleiters@ksu.edu
103 Edwards Hall
1810 Kerr Drive
Manhattan, KS 66506

Period of Contract: **Three (3) Year Period effective from the date of contract execution with option to renew upon mutual agreement between both parties.**

Contractor Information: Academic Career & Executive Search (ACES)
PO Box 370485
West Hartford, CT 06137-0485

Contact: Jennifer Muller
Email: jennifer@acesrch.com
Phone: 860-740-2600 Email: jennifer@acesrch.com

Prices: See Attached Pricing in Schedule B

Payment Terms: 60% upon signing of agreement, 30% upon presentation of candidates and 10% upon hire

Scope: Full search services to include development of an executive profile through candidate acceptance.

Political Subdivisions: Pricing is available to all Kansas Board of Regents public universities.

Conditions included in this contract shall be the same for political subdivisions. The University has no responsibility for payments owed by political subdivisions. The vendor must correspond directly with the political subdivision.

Attachments: Schedule A – Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20)
Schedule B – ACES Proposal and Master Services Agreement

Kansas State University
General Terms and Conditions of Contract Award

1. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend or limit the scope or intent of this contract.
2. **Contract Formation:** No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.
3. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Manhattan, Riley County, Kansas, unless otherwise specified and agreed upon by Kansas State University.
4. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
5. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make sure such insertion or correction.
6. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows and/or sent to the email address, if noted:

Kansas State University Purchasing
Office RE: #41494
2323 Anderson, Suite 500
Manhattan, KS 66502
kspurch@k-state.edu

Academic Career & Executive Search
PO Box 370485
West Hartford, CT 06137-0485

7. **Integration:** This contract, in its final composite form, will represent the entire agreement between the parties and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties will be independent of and have no effect on any other contracts of either party.
8. **Modification:** This contract may only be modified by written agreement of the parties. No alteration or variation of the terms and conditions of this contract will be valid unless made in writing and signed by the parties. Every amendment must specify the date on which its provisions will be effective.
9. **Political Subdivisions:** Political subdivisions [including but not limited to, the Kansas Board of Regents and its member institutions, Riley County, City of Manhattan, and local Unified School Districts (USDs)] are permitted to utilize contracts administered by Kansas State University. Conditions included in this contract shall be the same for political subdivisions. Conditions included in this contract shall be the same for political subdivisions. The University has no responsibility for payments owed by political subdivisions. The vendor must correspond directly with the political subdivision.
10. **Termination for Cause:** Kansas State University (KSU) may terminate this contract, or any part of this contract, for cause under any of the following circumstances:
 - a. the Contractor fails to make delivery of goods or services as specified in this contract; or the Contractor provides substandard quality and or workmanship;
 - b. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

Kansas State University Purchasing shall provide Contractor written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as the University may authorize in writing), KSU shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

11. **Termination for Convenience:** Kansas State University (KSU) may terminate performance of work under this contract in whole or in part whenever, for any reason, KSU shall determine that the termination is in the best interest of the University. In the event the University elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least sixty (60) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The University will pay the Contractor any compensation due through the date of termination. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
12. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. Kansas State University is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation. The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
13. **Tax Clearance Certificate:** A "tax clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Department of Taxation. Kansas State University supports the State of Kansas tax clearance process. Vendors submitting bids, proposals, contracts, etc., are required to provide a current tax clearance certificate.
For more information regarding this process please go to: <http://www.ksrevenue.org/taxclearance.html>. The tax clearance certificate will be required for all contract renewals.
14. **Accounts Receivable Set-Off Program:** K.S.A. 75-6201 et seq. allows the Director of Accounts and Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitutes lawful payment for services or good received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

During the course of this contract if the Contractor is found to owe a debt to the State of Kansas, payments to the Contractor may be intercepted / set off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. The Contractor shall credit the University's account in an amount equal to the funds intercepted.
15. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two (2) years after that state employee's termination of employment with the State.
16. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.
The Contractor accepts full responsibility for payment of unemployment insurance, workers' compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.
17. **Subcontractors:** Other than any third-party provider the University selects to contract with which interacts with the services provided by the Contractor, the Contractor shall be the sole source of contact for the contract. The University will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
18. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations as they apply to the services performed by the Contractor to the University prohibiting discrimination in employment and controlling workplace safety.
19. **Proof of Insurance:** Upon reasonable request, the vendor shall present evidence of its insurance policies which shall meet the standard requirements of the industry to Kansas State University Purchasing.
20. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
21. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

22. **Industry Standards:** Materials or work called for in this contract will be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations that apply.
23. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any University employee at any time.
24. **Assignment:** The Contractor shall not assign, convey, encumber or otherwise transfer its rights or duties under this contract without the prior written consent of the University.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.

25. **Hold Harmless:** The Contractor shall indemnify the University against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The University shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to University property. The Contractor shall do nothing to prejudice the University's right to recover against third parties for any loss, destruction or damage to University property.

26. **Confidentiality:** The Contractor may have access to private or confidential data maintained by University to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter.
All University information or data is considered confidential information. Contractor agrees to return any or all information or data furnished by the University promptly at the request of the University, in whatever form it is maintained by Contractor. Upon termination or expiration of this contract, the Contractor and each of the person and entities working for the Contractor shall destroy or return at University's request all data, information electronic, written, or descriptive materials or any related matter of any type including but not limited to drawings, blueprints, descriptions, or other paper or documents which contain any such confidential information.
27. **Injunctions:** Should the University be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the University, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
28. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
29. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by University shall not constitute a waiver.
30. **Criminal or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3)

conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

31. **Rights and Remedies:** If this contract is terminated, the University, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the University in the manner and to the extent directed, any completed materials that are owned by the University. The University shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by University subject to any offset by University for actual damages including loss of federal matching funds. The rights and remedies of the University provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

24. **Retention of Records:** Unless the University specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal, state and university representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of university, state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the University.

25. **News Releases:** Only the University is authorized to issue news releases relating to this Contract and/or performance of the contractor unless prior approval is obtained through Kansas State University.
25. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the University all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the University relating to the particular products or services purchased or acquired by the University pursuant to the contract.
26. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) form.

With the acceptance of this contract, the Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and, at the University's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to University any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification or like under the contract.

27. **Incorporated Terms:** The Vendor Suspension, Vendor Debarment, and Dispute Resolution sections of the University's Purchasing Procedures Manual, which is available at <https://www.k-state.edu/policies/ppm/6300/6310.html#VendorDebarment> are incorporated herein by this reference for all purposes and shall govern the parties' obligations and responsibilities with respect to the same subject matter. The University may revise and update these sections of the Purchasing Procedures Manual at any time and at the University's discretion and without notice. When any change is made, a revised version will be posted upon effective date.
28. **Transition Assistance:** In the event of the contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to University to allow for a functional transition to another contractor.

29. **ADA Compliance:** The University is committed to making its facilities, services, programs and activities readily accessible to and usable by individuals with disabilities as required by law. The University seeks products and services and that will allow it to meet that commitment. Accordingly, by signing this contract, Contractor represents and warrants that the products or services to be provided under the contract award will be designed produced, and/or delivered in such a way that will enable the University to comply with the [Kansas Information Technology Policy 1210: State of Kansas Web Accessibility Requirements \(IT Policy 1210\) is here](#) and [Section 508 of the Rehabilitation Act of 1973, as amended \(29 U.S.C. § 794d\)](#).

The failure of the Contractor's products and services to be accessible as required by this provision shall constitute a material breach of the contract. If the University notifies the contractor that a person has made a claim against the University concerning accessibility of products or services furnished by the contractor under the contract, the contractor will work with the University in an effort to remedy the claim in a timely manner. To the extent that the claim is related to the Contractor's products or services, the Contractor shall be liable for the actual costs and expenses incurred by the University, including attorney fees and expenses and the monetary amount of any judgments rendered against the University, as a result of any such claim.

This contract is entered into this ¹³ day of January, 2022 by and between Kansas State University, a Kansas state agency and public state university (University) and Academic Career & Executive Search (Contractor).

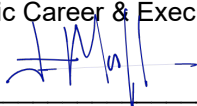
The parties agree as follows:

1. Subject to the terms and conditions of this contract, the University hereby accepts the offer of Contractor as expressed by Contractor's response submitted to Kansas State University Purchasing Office in the ACES Proposal and Master Service Agreement, Schedule B, hereby incorporated by reference.

It is understood and agreed that pursuant to the proposal, Contractor agrees to provide executive search services for the University for a three (3) Year Period effective from the date of contract execution, with option to renew upon agreement of both parties, at the price or prices contained in the proposal. University agrees to pay the amount(s) due to the Contractor in accordance with Schedule B as shown on proper delivery invoice(s) of the Contractor to the University. Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.

2. The Provisions found in Contractual Provisions Attachment (form KSU-146a), which is attached hereto are hereby incorporated in this contract and made a part thereof. For avoidance of doubt, in the event of any conflict amount the Contract documents, the following order of precedence shall apply: (1) first, this Contract Award and Contractual Provisions Attachment incorporated as Schedule A; (2) second, ACES Proposal and Master Service Agreement as Schedule B.

Academic Career & Executive Search

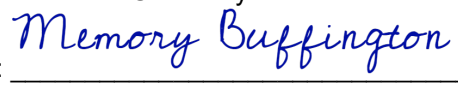
By:  _____

Name: Jennifer Muller

Title: Managing Partner

Date: 02/11/2022

Kansas State University

By:  _____

Memory Buffington

Director of Financial Operations

Date: 01/14/2022

OGC Review: Prior Template Approved 41293

Dept Review: SML

State of Kansas
 Kansas State University
 KSU-146a (Rev. 7-20)

Contract # 41494 _____
 Initials jm _____

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all contractual agreements by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.
3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
4. **Arbitration, Damages, Warranties:** No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
5. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
6. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
7. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
8. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: <https://www.k-state.edu/policies/ppm/3000/3070.html>.
9. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
10. **Export Control:** Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.
11. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.
12. **Anti-Discrimination Clause:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including but not limited to the University's anti-discrimination policy: <http://www.k-state.edu/policies/ppm/3000/3010.html>. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy and its reporting website at <https://www.k-state.edu/report/>. Contractor also agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.
13. **Information/Confidentiality:** As a state agency, the University's contracts and prices paid for goods and services are generally public records, and therefore no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
14. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
15. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
16. **Facility Access:** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees, upon request, to include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis, with such policy to provide continuous coverage for at least a period of two years after the end of the contract and such policy is not be cancelled without 30 day prior notice to the University and another general liability insurance policy in place prior to the termination of the existing policy. The Contractor shall also provide the University with a certificate of insurance within five business days upon request.
17. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
18. **No Endorsement:** Contractor agrees it will not use or display the name, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.



December 17, 2021

Memory Buffington
Director of Financial Operations
Kansas State University
2323 Anderson Ave., Ste 500
Manhattan, KS 66502

Dear Memory,

Thank you for providing Academic Career & Executive Search the opportunity to share information about our firm.

We have a record of meeting search schedules on time and under budget. Should you choose to work with ACES, I will be your search representative.

We welcome the opportunity to assist you and thank you for your consideration. Please let me know if I may answer any questions on the following or if you would like to schedule a follow up call to discuss further.

Warm regards,

A handwritten signature in blue ink, appearing to read "Jennifer Muller", is placed above the printed name.

Jennifer Muller
Managing Partner and Senior Search Consultant
Academic Career & Executive Search
Jennifer@acesrch.com
1-860-740-2600
acesrch.com

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A Note Regarding Covid-19

Though institutions and search firms are having to adapt and learn new ways of working virtually, Jennifer Muller and ACES have conducted searches using virtual practices since 2011, they have no learning curve or had to make any alterations to search methods as a result of the pandemic. Prior to the pandemic, approximately 50% of ACES searches were conducted virtually, the use of technology and virtual practices have been integrated into their search business for the past ten years.

ACES comfort level, proven and effective methodologies and use of technology can help you as institutions and search committees navigate these new landscapes. ACES guides their clients on handling searches virtually throughout the search process from the initial launch of the search through to the 'virtual' on-campus interviews, should they be required.

Higher education is the sole practice of Academic Career & Executive Search. They source candidates in the most challenging and difficult to fill areas. Their proven methodologies extract the critical information necessary to develop accurate profiles and source candidates ideally suited for positions and aligned with the mission of the institution. Their research skills and extensive vetting practices find both active and passive candidates ensuring they are qualified to succeed by examining their experience, background, qualifications, soft skills.

Their real value is time and price:

1. They get your position in front of more candidates faster. Using a three-prong approach, they are concurrently:
 - Conduct extensive research and outreach to qualified passive candidates selling the position and institution
 - Search their candidate database
 - Maintain involvement in organizations and associations in the higher education space
 - Advertise positions
 - Leverage industry partner relationships to reach prospective passive and active candidates
2. Their searches are priced at nearly half those of conventional search firms. They achieve this by concentrating on core activities that only add value to your search.
3. They work with you until your searches are filled. You must be satisfied.

Firm Background

Jennifer Muller founded Academic Career & Executive Search (ACES) following her success in creating the executive search business for Academic Keys. ACES was developed to provide a more precise, flexible search model with a full suite of support services for candidates. Ms. Muller has been in executive search, specializing only in higher education, for over ten years successfully leading searches both nationally and internationally. Searches have spanned faculty to president in every type of institution including public, private, R1, faith based, two and four-year.

Ms. Muller has successfully led over 150 searches in higher education. As evidenced by the number of searches successfully completed in a relatively short period of time, ACES has proven their methodologies and approach yield quality candidates resulting in successful searches. The repeat business enjoyed by the firm is also testament to client satisfaction. The following document outlines specific steps in the process.

The following process overview outlines ACES' typical approach. It's important to note that all of the firm's services and approaches are tailored and customized to meet the unique needs and process for each client. Each institution and each committee is different, and levels of support needed and wanted can vary. ACES does not believe in a 'one size fits all' approach. Should an item/service not be identified or noted in the scope below, it should not be assumed that ACES does not provide or would not add it to their services. ACES supports the institution as needed. It is why the firm is continually cited for providing exceptional service levels.

Search Support

ACES provides expertise and guidance throughout the process. From the initiation of the search process to candidate negotiations. The following list is not meant to be a comprehensive list but will give the reader a sense of the support ACES offers throughout the process.

- Outline an initial search approach with University leadership. Provide initial guidance as well as providing any resources the institution may require such as confidentiality forms, etc.
- Work with the search committee and other relevant stakeholders, extract the key information necessary to develop an accurate candidate profile.
- Utilizing information from meetings with stakeholders and documentation, rewrite a compelling job ad and develop marketing pieces to attract candidates who match the desires of the University and search committee.
- Starting with the desired hire date, develop timeline for use by committee members and administration. ACES does an excellent job adhering to their timelines. Specific dates for all deliverables are identified from inception through to final interviews and hire date.
- Conduct salary analysis and advise administration on salary ranges and trends in compensation structures.
- Develop an advertising and recruitment plan incorporating thorough diverse candidate sourcing strategies. Working with their ad agency, ACES develops targeted advertising list and coordinates placement of ads. Always being mindful of budgets, ACES monitors all advertisements and only recommends sources with proven value.
- Set up search in ACES secure, applicant tracking system. All materials are stored in this system. Should committee members desire access, ACES can easily accommodate. Optionally material packages can be sent to committee members. Committee access and delivery options are flexible to best fit the unique needs of each committee. Should it be a requirement to utilize the institutions applicant tracking system, ACES can accommodate.
- Develop evaluation matrixes used by committees during initial candidate review and following each interview stage. Evaluation tools include rating scales.
- Conduct outreach to passive candidates as well as seek nominations for position. Follow up with all inquiries and nominations working to inform and secure candidate interest in opportunity.
- Begin vetting candidates utilizing ACES three step vetting process with initial review of materials, public Google/social media background check, and in-depth candidate questionnaire.
- Assist with candidate offer and negotiation.
- Throughout the search process, ACES makes themselves available to both their clients and candidates during standard business hours as well as evenings and weekends. They know everyone has demanding schedules. To help facilitate the search process, meet the deliverables in their timelines and provide exceptional service, ACES accommodates the needs of others.

One of ACES key differences is their incredibly strong team of researchers who are highly skilled in finding candidates whose backgrounds and skills match the requirements for the position.

ACES works tirelessly on all searches and excels with challenging and highly competitive searches. These searches require significant contact, follow-up, and skill to promote the position, institution, and area. Candidates for these positions have many career options. They require a special finesse when working with them to respect their busy schedules while providing them the necessary attention to shepherd them through the application and search process. ACES is also highly adept in assisting with salary and package negotiations. Having a neutral third party during those tenuous conversations can be a tremendous value for the institution.

The firm is highly collaborative proactively engaging with all stakeholders throughout the process and offering advice and guidance on best practices for a smooth and successful search process. The firm stays engaged throughout the process making themselves available to assist in whatever capacity is required to complete the search.

Recruiting Process Overview

When starting a search, a timeline is carefully developed in conjunction with the search committee based on the desired start date. Milestones and delivery dates are identified for each step in the process. Search partners and the Committee Chair will know the exact dates they can expect each action within the search process to occur including job description revision, advertising, email blasts, delivery of candidate pools, etc. If possible, timeframes are identified, and holds are placed on calendars for initial video interviews and on-campus interviews. Doing so ahead of time helps to avoid delays in the search process.

Academic Career & Executive Search meets with the selection committee, advisory council, senior leadership (academic and managerial), human resources, and other appropriate constituents from the college in person, by phone, or video to assist in the development of the position description and candidate profile to accurately reflect the needs of the university and the desired qualifications and characteristics of the potential candidate. The meeting type is at the discretion and convenience of the institution.

The goal of ACES is to make the job of the search committee as easy as possible. To that end, they develop robust pools of candidates, thoroughly vet them and develop a comprehensive package of information well beyond the candidate's cover letter and CV for use and analysis by the committee.

ACES process is rooted in neuroscience and employs a methodical approach designed to encourage and extract the critical information necessary to develop the most accurate and concise profile from which to develop a compelling, accurate job description to appeal to the ideal candidate with the unique requirements for the position. Using a combination of information from the search committee meeting, the original job description and additional institutional research, ACES will re-write a job ad designed to attract strong talent. They develop a unique and custom-tailored advertising, recruitment and outreach

campaign designed to reach both active and passive candidates and addressing the individual requirements of the position and institution.

Upon commencing a search, the firm uses a multiprong approach to reach candidates. In addition to strategic advertising venues, a team of researchers identifies likely candidates whose experience and background make them a fit for the position. Each search includes extensive research, emails, phone calls and personal outreach through existing networks and newly researched candidates throughout the recruitment process, ensuring an unprecedented number of prospective candidates are contacted, actively engaged and recruited for each position. The strength of ACES researchers is unprecedented and consistently unearths top applicants across the country and generates rich and diverse candidate pools.

ACES solicits nominations and referrals. Individually, each nominated candidate is contacted, ensuring their qualifications, and retaining their interest in the position

The firm contacts members of their own database and networks as well as incorporates strategic advertising venues.

Selection Process Overview

The loss of primary and secondary candidates is expensive, and frustrating. Academic Career & Executive Search methodologies and practice keep candidates engaged throughout the selection process, minimizing the loss of candidates. This is key particularly in competitive, high demand areas where candidates are often finalists for many positions. This ongoing communication with candidates ensures engagement and minimizes the potential loss of candidates from lack of contact.

Academic Career & Executive Search maintains continual communication with candidates, acts as a liaison between the college and candidates and provides neutral third-party negotiation. This history of maintaining continuous dialogue provides continuity, clarity and results in successful candidate negotiations. Continual input and feedback from Academic Career & Executive Search ensures the committee chair is current on all aspects of recruitment and engagement activities.

ACES utilizes a four step vetting process.

- Initial review of materials. Materials are reviewed to ensure candidates meet minimum requirements.
- Prior to moving the candidate forward for any consideration, a public Google/social media background check is conducted to ensure there are no areas of concern in the candidate's public background information.
- In-depth questionnaires are sent to candidates who successfully pass the initial two levels of vetting. These questionnaires provide exceptional insight into candidate's background and accomplishments by having candidates complete a set of in-depth questions around the areas identified as most important by the committee.
- Prescreen phone interviews are the final step in the initial vetting process where candidates are asked additional questions and further vetted.

The thorough screening process utilized by Academic Career & Executive Search offers a major advantage as candidates are thoroughly assessed on their hard and soft skills and continually analyzed through multiple stages of probing questions, written assessments and culminating with a phone interview. Candidates are evaluated holistically gauging their overall fit including experience, qualifications, personality, soft skills, and lifestyle preferences. The results are candidates who are a fit with the institution and community likely leading to longer term, more fulfilled employees.

A comprehensive questionnaire is sent to candidates meeting the minimum criteria where they provide specific examples and detail on the critical experience and skills required for the position. This document lets committees do a side by side comparison on candidates.

After reviewing completed questionnaires, pre-qualification phone interviews are conducted on well-suited candidates, evaluating them on the criteria identified during the initial candidate profile development meeting. Because up to this point, most interaction with candidates has been in writing, as a final point of vetting the firm conducts a phone pre-qualification interview. During this call the firm can assess the candidates' verbal communication skills and further evaluate the candidate on fit, as well as education, experience, hard and soft skills, and salary.

Academic Career & Executive Search develops multiple pools of qualified candidates. These pools are presented along with complete documentation and justification for recommendation is provided. The search committee receives a narrative for each candidate with a general overview, list of pros and cons, confirmation candidate is within salary range, reason candidate is considering leaving their current position, why they are interested in position and if they are involved in other searches. The package also includes the in-depth questionnaire, cover letter, and CV.

A Sample Timeline

The projected timeline for most searches is typically around 4 months, assuming timely communication and feedback from the Search Committee. ACES timelines are adaptable and can accommodate a more accelerated schedule should it be desired.

Date	Activity
Week One	Initial meeting between ACES and selection committee, Advisory Council, senior leadership (academic and managerial), human resources, and other appropriate constituents from the university. In this meeting ACES develops a thorough understanding of the requirements of the position, the qualifications sought by search committee, and the internal and external environment in which the position works.
Week One	Assistance and re-write of position description.
Week Two	ACES begins advertising campaign, proactive candidate recruitment, research on additional candidates, personal and professional outreach, and diversity advertising. They conduct extensive outreach to personal and professional networks announcing the position and seeking excellent referrals. ACES to set up ATS to organize CV's, cover letters, reference letters, and other materials to assist in the review and grading of candidates.
Month One	ACES begins receiving applicant materials. They follow up and vet referrals, communicate with applicants and nominees. ACES reviews and grades all candidate materials identifying potential qualified candidates. In-depth questionnaire is sent to candidates meeting minimum qualifications.
Month Two	Returned questionnaires are received and committee begins reviewing complete candidate materials
Month Three	The search committee determines candidates of interest and begins initial video interviews. Search committee to review candidates and advise ACES of semifinalists. ACES to notify candidates in consideration along with status updates to all candidates. Finalists are identified and candidates are moved forward for final interviews.
Month Four	If desired, ACES can assist the institution in candidate negotiations. ACES to notify candidates in consideration along with status updates to all candidates.

Enhanced Search:

Initial work to build candidate pool:

1. Meet with selection committee, advisory council, senior leadership (academic and managerial), human resources, and other appropriate constituents to determine position/candidate profile including qualifications, experience, personal characteristics, campus culture, job description/job description draft, strategic direction, and timeline
2. Rewrite job ad to ensure powerful marketing piece
3. Develop search timeline and schedule
4. Develop the search process and candidate outreach strategy
5. Develop advertising strategy including diverse candidate sourcing
6. Begin recruiting, advertising, and outreach campaign consisting of:
 - a. Conduct extensive research to identify and contact passive candidates
 - b. Outreach to the firms' networks and database
 - c. Additional recruitment consisting of: advertising, targeted email notifications, direct communication, recruitment letters, and outreach to personal/business contacts

Vetting and delivery of candidates:

1. Set up secure applicant tracking system
2. Begin receiving candidate applications
3. Conduct four levels of vetting on applicants
 - a. Initial review of candidate materials
 - b. Google/social media review
 - c. Send qualifying candidates detailed Candidate Questionnaire (CQ) related to critical criteria identified during initial committee meetings
 - d. Conduct prescreen interviews on candidates
4. Prepare delivery of pools of candidates. Candidate materials package includes a narrative for each candidate on the reasons they're being recommended along with the Candidate Questionnaire, cover letter and CV.
5. Coordination of all candidate interviews.
6. Reference checks on up to three finalists
7. Ongoing candidate communication and engagement throughout search including notifying all candidates of final decision
8. Ongoing guidance and assistance on interviews, interview questions, development of evaluation matrix, and other assistance as desired by the committee.
9. If desired, assistance with candidate negotiation

Fees

Academic Career & Executive Search employs a flat fee model. There are no additional monthly, research, administrative, or hourly/per diem fees. Clients can budget without concern of the search fees increasing over the duration of the search. ACES stays with the search until completion. If the client is not satisfied with the quality of the candidates, they continue searching until the successful candidate is found.

2021 Pricing

ACES Standard Pricing: \$39,000

Special Discounted Pricing for Kansas State University: \$32,912

Multiple Search Discount: \$29,920 ACES offers a 10% discount on searches contracted concurrently. The full price applies to the first search, any additional search receives a 10% discount. The searches do not have to run concurrently but must be contracted concurrently.

Payment Terms: 60% upon signing of agreement, 30% upon presentation of candidates and 10% upon hire.

Though ACES has never increased their pricing on multi-year contracts, unfortunately given the spike in the inflation rate this year, we feel it necessary to build in slight adjustments each year. The table below reflects these proposed increases:

		ACES Standard Pricing	Special Discounted K-State Single Search Price	Special Discounted K-State Multiple Search Price	Price Increase
	2021	\$39,000	\$32,912	\$29,920	0%
Y1	2022	\$39,780	\$33,570	\$30,213	2%
Y2	2023	\$40,575	\$34,241	\$30,816	2%
Y3	2024	\$41,387	\$34,925	\$31,433	2%
Y4	2025	\$42,214	\$35,623	\$32,061	2%
Y5	2026	\$43,058	\$36,335	\$32,701	2%

SIGNATURE CERTIFICATE



REFERENCE NUMBER
1DAD2126-6634-470E-84C2-6BD532B98A7A

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 1DAD2126-6634-470E-84C2-6BD532B98A7A	Document Name 41494 Aces Executive Search Exhibit A Contract Award Ksu-146a
Transaction Type Signature Request	Filename 41494_aces_executive_search_exhibit_a_contract_award_ksu-146a.pdf
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Executed At 01/14/2022 14:06 CST	Content Type application/pdf
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Distribution Method email	Original Checksum b9e5303c0374974bb4198b669a4fceed2ca7b5bd465bc3b186667415afc94b65
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Signer Sequencing Enabled	
Document Passcode Disabled	

SIGNERS

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Signature Biometric Count
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