

REQUEST OR QUALIFICATIONS FOR SUPERINTENDENT SEARCH FIRM RFQ-20-3F

Proposals will be received until 2:00 p.m. (local time) April 3, 2020 at the Finance Office Attn: Randy Hagler

Bedford County Public Schools
310 South Bridge Street
Bedford, VA 24523

1. SCOPE

1.1. Bedford County Public Schools (BCPS) requests proposals for an experienced professional search firm specializing in employment searches for Superintendents of Schools to assist in the location, screening, interviewing, and selection of a Superintendent for the Bedford County Public Schools. The firm must be licensed to do business in the State of Virginia.

1.2. The firm shall identify and recruit qualified applicants, screen candidates (to include background checks and verification of resume information), assist BCPS in interviewing and selecting a Superintendent as per the criteria of the School Board as outlined in this RFQ. The firm's efforts may include a National Advertising Campaign with advertisements in various professional media throughout the US. All such advertisements and media must be approved, in advance, by the BCPS Bedford County School Board. The proposal shall also provide details of any guarantees provided by the Firm with regard to the selection and retention of a quality Superintendent for the BCPS.

1.3 Firms shall conduct and verify background, criminal records, financial records and reference checks on all candidates submitted to BCPS.

1.4 The Firm shall solicit and include community stakeholder input if requested.

1.5 The Firm shall involve the Bedford County School Board, and at the Bedford County School Board's discretion the search firm may be asked to involve a Superintendent Search Committee that may comprise staff, parents, community members and students and/or a combination thereof, in the selection process.

1.6 The Firm shall hold meetings with the Bedford County School Board and/or the Superintendent Search Committee and shall serve at the direction of the Bedford County School Board.

1.7 The Firm shall provide all of the services necessary in order to facilitate the recruitment of Superintendent Candidates including and not limited to the cost of advertising; processing of applications; lodging; travel; and reference checks. BCPS will reimburse the selected firm for travel costs associated with interviewing candidates. Travel costs for interviewing candidates are not to be included in the fee proposal.

1.8 The Firm shall meet with the Bedford County School Board and/or the Superintendent Search Committee for review of applications and materials to identify candidates for interviewing, arranging interviews with the candidates; and attending and facilitating such interviews.

1.9 The Firm shall develop and provide applicable interview questions for the Bedford County School Board and/or the Superintendent Search Committee.

1.10 The Firm shall provide training for the Bedford County School Board and/or the Superintendent Search Committee members on interviewing and scoring and evaluating of candidates.

1.11. The Firm shall verify all references, background checks, resume information, and determine that each candidate meets all criteria before presentation of each subsequent Candidate(s).

1.12 The Firm shall assist the Bedford County School Board and or the Superintendent Search Committee in determining the semi-finalist(s) and finalist(s), contacting semi-finalists and finalist(s) and scheduling on-site visitations; if applicable.

2. GENERAL DISTRICT INFORMATION: BCPS is a fast growing district comprised of 21 campuses, 9,300 students and an annual budget of approximately \$110,000,000. BCPS, a Virginia Education Agency Acceptable District, is governed by a seven-member Bedford County School Board elected by the District population of BCPS for four year staggered terms.

3. CONTRACT PERIOD:

3.1. Initial contract period shall be effective from date of award until fulfillment of all obligations.

4. TIMELINE: The following is the Board's desired timeline for selecting a search.

4.1 RFP issued: March 13, 2020

4.2. RFP Due: April 3, 2020 @ 2:00 p.m.

4.3. Selected Offerors interviewed by BCPS Board: Week of April 20th, 2020

4.4. Award of Contract to Offeror with effective date: May 14, 2020

4.5. It is imperative that at the interview, Offerors have both a named partner (if applicable) and the person who will work our account (Accounts Manager) be present. THIS IS A NON-NEGOTIABLE REQUIREMENT.

5. PROPOSAL:

5.1. Proposals shall include marketing and recruiting plans and methodology to ensure a quality candidate will be available and selected as Superintendent.

5.2. The Firm's proposal shall detail all references and prior and current school superintendent searches performed or currently being performed.

5.3. The firm's proposal shall include a copy of a proposed contract with BCPS.

5.4. The Firm's detailed proposal shall detail all fees. Fees shall cover all expenses, including copies, postage and advertising. BCPS will reimburse the selected firm for travel costs associated with interviewing candidates. Travel costs associated with interviewing candidates are not to be included in the fee proposal. Offeror bears all cost of responding to this RFP. Details of the fee will include amounts included for the preceding "expenses". The firm must set out in the fees the portion to be paid to each Subcontractor if applicable.

5.5. The Firm's proposal shall include a specific timeline of all activities from time of award (time of award is anticipated to be May 14, 2020) until selection of Superintendent.

5.6. Offeror should present its qualifications; references; experience; methodology for the search and selection process; proposed time line; marketing plan and price/fee.

5.7. Firms must disclose any potential conflict of interest with the District and specifically the individual members of the Bedford County School Board.

5.8. BCPS will select the Proposal that it deems provides the best value and is most qualified to serve the best interests of the BCPS.

5.9. BCPS will accept proposals either by mail or hand carried until **2:00 p.m., April 03, 2020**. Proposals received after the deadline will not be accepted and will be returned unopened to vendor. One (1) electronic copy (PDF format preferred on a CD or flash drive, PDF must be searchable – created in PDF, not scanned) copy, one (1) printed original and ten (7) printed copies of the response are required for evaluation purposes. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company's name, return address, the Proposal number RFP 20-3F, addressed to: Bedford County Public Schools, FINANCE DEPARTMENT, ATTN: Randy Hagler, 310 South Bridge Street, Bedford VA 24523

6. EVALUATION CRITERIA: The responses will be evaluated on the following criteria and will be based upon the combination of criteria that offer the greatest value. **A total of 100 possible points.**

- Fees and Associated Costs – **35 possible points**
- Demonstrated expertise and experience – **30 possible points**
 - Experience with the bidder and quality of the bidder's goods or services
 - References
- Completeness & Responsiveness to the RFP – **5 possible points**
- The above criteria will be used to determine a short list of firms to be interviewed. **30 possible points**

7. TERMS AND CONDITIONS

I. PROVISIONS REQUIRED BY VIRGINIA LAW

1. **NONDISCRIMINATION.** Contractor agrees that during the performance of the Agreement:

A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

B. It will state that it is an equal opportunity employer in all solicitations or advertisements for employees placed by it or on its behalf. Notices, solicitations, and advertisements placed in accordance with federal law, rule, or regulations shall be deemed sufficient for the purposes of meeting the requirements of this section.

C. It will include the provisions of the foregoing paragraphs A and B in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each such subcontractor or Contractor.

2. **DRUG FREE WORKPLACE.** During the performance of the Agreement Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the Agreement.

3. **RELIGIOUS ORGANIZATIONS.** The Bedford County School Board does not discriminate against faith-based organizations.
4. **AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA.** Contractor warrants that it is, and for the duration of the Agreement shall remain, authorized to transact business in the Commonwealth of Virginia and that the identification number issued to it by the Virginia State Corporation Commission is _____.
5. **IMMIGRATION LAW.** Contractor represents and warrants that it does not, and shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
6. **CERTIFICATION REGARDING FELONS AND SEX OFFENDERS.** By entering into the Agreement, Contractor certifies, as required by Section 22.1-296.1 of the Code of Virginia, that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical, or sexual abuse or rape of a child. Contractor shall complete the "Certification of Contractor/Employee" found at Regulation FEG-R, Rules of Conduct for Outside Contractors. Contractor shall promptly report to the Bedford County School Board any change that would make this certification no longer accurate.

Contractor further understands and acknowledges (1) that if Contractor makes a materially false statement regarding any of the above offenses, Contractor will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, Contractor must complete a new certification regarding such person.

7. NONAPPROPRIATIONS. This Agreement shall be null, void, and unenforceable if the Bedford County School Board fails to receive, or to continue to receive, funds which, in its sole opinion, are sufficient to meet its obligations hereunder.

II. OTHER REQUIRED PROVISIONS

1. HOLD HARMLESS. Recognizing that the Bedford County School Board cannot validly enter into a hold harmless provision under Virginia law, any provision in the Agreement requiring the Bedford County School Board to indemnify or hold harmless Contractor for any act of omission shall not have any effect or be enforceable against the Bedford County School Board.
2. INDEMNITY. Contractor shall indemnify and hold harmless the Bedford County School Board, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the Bedford County School Board with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the gross negligence or willful misconduct of the Bedford County School Board or its officers, boards, commissions, agents or employees.
3. CHOICE OF LAW AND VENUE. The Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principals of conflicts of laws. Any legal action arising under this Agreement shall be brought in the general district court or the circuit court located in Bedford County, Virginia.
4. WARRANTIES. All goods and services must be warranted to be Merchantable, fit for usual and ordinary purposes, and to meet usual, ordinary and expected standards.
5. ASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the Bedford County School Board.
6. TAXES. The Bedford County School Board is exempt from federal excise tax and from all state and local taxes. Contractor shall not include such taxes in any invoices under this Agreement. Upon request, the Bedford County School Board will furnish Contractor with tax exemption certificates or the Bedford County School Board's tax exempt number.
7. PAYMENT. The Bedford County School Board will pay any valid invoices within thirty (30) days after the receipt of the invoice or thirty (30) days after the receipt of all goods

or services, whichever is later. The Bedford County School Board shall not be subjected to any interests, late charges, or attorney's fees or other legal costs.

8. **SEVERABILITY.** If any provision of this Agreement is void or deemed unenforceable for any reason, the unenforceable provision shall be deemed severed from the remaining provisions of this Agreement, which shall otherwise remain in full force.
9. **MODIFICATION OF THE CONTRACT.** The Agreement shall not be amended, modified, or otherwise changed except by the written consent of Contractor and the Bedford County School Board given in the same manner and form as the original signing of the Agreement.
10. **COMPLIANCE WITH LAWS.** Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this Agreement. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work. If Contractor is a corporation, Contractor further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the Agreement and any extensions.
11. **ACCESSIBILITY.** The Bedford County School Board is fully committed to the requirements of the Americans with Disabilities Act ("ADA") and Section 504 of the Rehabilitation Act ("Section 504") which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Bedford County School Board programs, activities, and services ("Services"). Contractor is subject to this requirement and agrees that it will operate any Services in a manner that will enable the Bedford County School Board to meet its obligations under the ADA and Section 504. Contractor further agrees to use all reasonable efforts to meet the needs of an individual requiring accommodations when accessing or using Contractor's Services.
12. **STUDENT PRIVACY.** By entering into this Agreement, Contractor acknowledges that the Bedford County School Board is subject to and must comply with the Family Educational Rights and Privacy Act ("FERPA"). Contractor agrees and understands that it may be given access to "educational records" as the term is defined under FERPA. To the extent Contractor is given access to "educational records," Contractor will ensure that those records remain strictly confidential and not be disclosed to third parties, unless specifically authorized by the School Board or the individual student's parent or legal guardian in writing. Moreover, if Contractor is a School Service Provider as defined under Policy JRCA, Contractor acknowledges and agrees that it shall be bound by all requirements set forth under Policy JRCA.
13. **INSURANCE.** If requested by the Bedford County School Board, Contractor shall purchase and maintain in force, at its own expense, such insurance as will protect

Contractor and Bedford County School Board from claims which may arise out of or result from the Contractor's execution of the Agreement, whether such execution be Contractor, its employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the Bedford County School Board and the general public from any and all claims for injury and damage resulting by any actions on the part of Contractor or its forces as enumerated above.

Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the Bedford County School Board and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable).

The Contractor shall maintain during the initial term and any additional terms of this Agreement the following equivalent coverage and minimum limits:

Commercial General Liability \$1,000,000 Combined Single Limit per occurrence.

Professional Liability (if appropriate) \$1,000,000 occurrence limit, \$2,000,000 aggregate.

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

Must reflect that the Commercial General Liability policy names "the Bedford County School Board, its officers, employees, and agents" as an additional insured by endorsement to the policy;

Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the Bedford School Board;

Must have an authorized signature;

The Certificate Holder should be listed as "Bedford County School Board."

14. **TERMINATION.** It shall be the sole right of the Bedford County School Board to terminate the contract upon written notification to the Contractor. Moreover, the Bedford County School Board reserves the right to cancel and terminate the Agreement at any time, without penalty, for unsatisfactory product quality and/or service on the part of Contractor, in the sole judgment of the Bedford County School Board, or when the Bedford County School Board determines the cancellation to be in its best interests. Repeated delayed or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the Agreement. Upon receipt of notice of termination, Contractor shall cease all deliveries or services unless advised by the Bedford County School Board to do otherwise. In the event of termination, Contractor shall be compensated for those

deliveries or services provided to the satisfaction of the Bedford County School Board as of the date of termination.

15. **RULES OF CONDUCT FOR OUTSIDE CONTRACTORS.** Contractor agrees to comply with all requirements and certification set forth under Regulation FEG-R, Rules of Conduct for Outside Contractors, the terms of which are incorporated into this Agreement by reference.

16. **CLAIMS PROCEDURE.** Notice of Claim must be submitted to the Bedford County School Board in writing no later than sixty (60) days from the time of occurrence of events upon which the claim is based. The Notice of Claim must provide all facts or justifications with supporting documentation. The Bedford County School Board will consider all facts set forth in the Notice of Claim and render a decision within sixty (60) days of receipt of the Notice of Claim.

ATTACHMENT I
Certification of Proposal
Request for Qualifications – Superintendent Search Firm

The undersigned as officer declares that the only parties interested in this proposal as principals are named herein; and that this proposal is made without collusion with any other person, firm or corporation; and that no officer or agent of the owner is directly or indirectly interested in this proposal. Officer hereby attests that any agreement for legal services required by BCPS resulting from this solicitation will be provided at the rates as submitted on the firm's proposed fee schedule (Officer, please attach to this document and label "Attachment II, Fee Schedule. Any amendment, increases or elimination of offerings, subsequent to this agreement must be agreed upon by both the officer and BCPS.

Firm Name: _____

Address _____

City _____ State _____ Zip _____

Signature of authorized:

Agent _____ email _____

Print Name/Title _____ date _____

Signature of authorized

Agent _____ email _____

Print Name/Title _____ date _____