

COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

Kate Hoyt
Buyer

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June 21, 2018

REQUEST FOR PROPOSALS

2018-112

Executive Search Firm to Provide
Superintendent of Schools Search
for
Roanoke County Public Schools

Sealed Proposals Due:

July 23, 2018
2:00 PM
(Local Prevailing Time)
One (1) unbound original
Ten (10) bound complete copies
One (1) electronic copy (USB preferred)

RFP # 2018-112 EXECUTIVE SEARCH FIRM TO PROVIDE SUPERINTENDENT OF SCHOOLS SEARCH FOR ROANOKE COUNTY PUBLIC SCHOOLS

GENERAL INFORMATION

Roanoke County, on behalf of Roanoke County Public Schools, is seeking proposals from qualified firms to provide services as an Executive Search Consultant to assist in finding a new Superintendent for Roanoke County Public Schools.

One unbound original, ten (10) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and **until Friday July 23, 2018, at 2:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2018-112 SUPERINTENDENT OF SCHOOLS SEARCH**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail or email to:

Kate Hoyt, Purchasing Manager
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
Email: khoyt@roanokecountyva.gov

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

SCOPE OF WORK

I. BACKGROUND

Roanoke County Public Schools is the 19th largest of 132 school systems in the Commonwealth of Virginia. The County of Roanoke is located in the southwestern part of the State and is the suburban hub of the Roanoke Valley, with a provisional population of 93,924¹ and a Metropolitan Statistical Area (MSA) population of approximately 318,707. Located in the largest urban area west of Richmond, the School System is the largest employer in Roanoke County. The Superintendent reports to a School Board consisting of five members elected to four-year terms by electoral district who serve the citizens of Roanoke County.

The School System provides a broad spectrum of general, special, gifted, career and technical education opportunities for 14,096 students (including pre-kindergarten) between the ages of 3 and 21 at sixteen elementary schools, five middle schools, five high schools, and one specialty center. Roanoke County employs over 2,200 professional and operational employees and the 2018-2019 Operating Budget is \$147,329,299.

Roanoke County Public Schools had a strong year in terms of SOL performance. The school division was one of a minority of school districts in the state that will have all of its schools fully accredited for the 2017-2018 school year based on 2016-2017 results. Furthermore, the school system exceeded the state average on all 29 SOL tests and significantly increased overall performance in 3rd grade reading and mathematics, which are key indicators of future academic success. The system excels in all areas, but the district's mathematics at the middle school level is a particular highlight. The district's Math 6 results were ranked 9th in the state and 7th grade math was ranked 5th in the state (out of 132 school divisions).

II. DEFINITIONS:

- A. The term "Owner" used in this solicitation refers to Roanoke County Public School Division.
- B. The term "Consultant" refers to the person or firm to whom an award is made to perform the work under the contract.
- C. The term "Offeror" means a person or firm who will submit a response to the RFP.

III. STATEMENT OF NEEDS:

GENERAL DUTIES:

- A. The Consultant should provide consulting services to assist the School Board in a national search to find and select the most qualified candidate to serve as Superintendent for Roanoke County Public Schools. The School Board expects to appoint the Superintendent no later than February 14, 2019.
- B. The Consultant should provide a project timeline that identifies milestones and key deliverables including the appointment date of February 14, 2019.

- C. The Consultant should provide “in division” on site, support as mutually agreed.
- D. The Consultant should comply with all relevant federal, state, and local legal requirements, as well as applicable division policies and procedures.
- E. As the eventual decision to hire the candidate should be the Board’s, the board hereby agrees, to the extent permitted by Virginia law, to save, indemnify and hold harmless the Consultant for any decision the Board makes in the employment process relative to the hiring or failure to hire any candidate(s) recommended by the Consultant.
- F. The Consultant shall reinitiate a one-time additional executive search, at no fee to the School Board, if the successful candidate leaves the employment of the School Board within one year of placement.
- G. The Consultant should turn over to the Board, copies of all documents relating to candidates recommended by the Consultant at the time the recommendation is made. With respect to this search, the Board should receive a copy of all documents sent out on behalf of the Board.
- H. It is the Board’s responsibility to reimburse candidate interview expenses, such as travel and hotel accommodations, as arranged. A form should be offered by the Consultant for Board use for reimbursement of candidate expenses, if desired. The Consultant agrees to work with the division’s designee to ensure candidates are aware of this expectation.

DEVELOP SUPERINTENDENT PROFILE:

- A. The Consultant should assist the School Board in establishing characteristics by which a pool of highly qualified candidates may be identified who should carry forth the educational and administrative goals along with meeting the leadership needs of the school division. The characteristics should be developed by eliciting input from school division employees, the community, funding localities, and other major stakeholders.
- B. The Consultant should secure information about the division by gathering data through the following:
 - Online survey to find out what characteristics the community is looking for in their next superintendent,
 - Interviews with each member of the Board and other small group meetings with teachers, staff, administrators, students, and others as requested by the School Board, and
 - Engagement survey for staff.

Consultant should share with the Board their findings regarding perceived strengths of the division, perceptions of issues facing the division, and qualifications those interviewed believe are important in a Superintendent.

DEVELOP AND DISTRIBUTE APPLICATION MATERIALS:

- A. The Consultant should develop the application and supporting materials regarding the school division; determine advertising venues; advertise the vacancy; and distribute applications to interested candidates.
- B. The Consultant should draft an advertising fact sheet describing the vacancy; the draft should be approved by a representative of the Board prior to its publication.
- C. The Consultant is directed to advertise the vacancy in regional and national publications. The fact sheet should be published on an online media with a complimentary Internet link to the school division web site, if desired.

- D. The Consultant should work with the Board to establish a timeline for each step of the search process.
- E. The Consultant should actively recruit qualified candidates to apply for the position and solicit nominations from knowledgeable people in the education profession.

EVALUATE APPLICATIONS:

- A. The Consultant should receive and evaluate applications from interested candidates, and forward their recommended and qualified candidates for further consideration and interviews with the Board.
- B. Reference checks and detailed background investigations will be conducted for all finalists forwarded to the School Board for consideration. A reference check with the senior manager at each place of employment during the last ten years should be made. It is the Board's expectation that School Board staff will not discover information using the internet that has been overlooked, or not reported by the firm. Inconsistencies that cannot be resolved should be grounds for immediate termination of the applicant's candidacy. Verifying academic credentials, credit history, and criminal background check will be conducted for any candidate receiving a job offer.
- C. The Consultant should gather data on candidates applying for the position. Those candidates' best matching the desired profile should be interviewed by the Consultant and Board to ensure they meet the required criteria. Within ten calendar days of the closing of applications, the Consultant and Board should present a list of candidates for Board consideration. References of recommended candidates should be checked by Consultant.

CANDIDATE INTERVIEWS:

- A. The Consultant should coordinate initial and final interviews and compile interview questions. The Consultant should complete additional screening and a detailed investigation of finalists.
- B. The Consultant should inform the Board and other groups, if appropriate, on items related to search protocols, establishing an interview format, developing interview questions interviewing candidates, conducting site visits, and other matters related to the search process. The Consultant should be available during the search process to advise the Board on search related issues.

FINALIZE SUPERINTENDENT SELECTION:

- A. The Consultant should be available to provide negotiation assistance on the terms, salary, benefits, and any other issues.
- B. The Consultant should make salary and compensation package recommendations to the Board, if requested.

CONFIDENTIALITY:

- A. The Consultant shall assist the board in making a decision regarding if and when to maintain the confidentiality of the application process, including, but not limited to the names of applicants and the evaluation, interviews and negotiation with and selection of candidates.

IV. EVALUATION AND AWARD EVALUATION CRITERIA

Proposals shall be evaluated by the Owner using the following criteria: Possible Points: 100

	Criteria	Points
1.	Demonstration of the firm's ability to provide executive/school superintendent search services.	25
2.	Experience and qualifications of the proposed personnel assigned to provide services.	20
3.	Process/plan to conduct the search (include timeline/deliverable schedule)	35
4.	Proposed Cost	20

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

GENERAL INSTRUCTIONS:

A. RFP Response: In order to be considered for selection, submit a complete response to this RFP. Submit one original and ten (10) copies of each proposal to the Division. No other distribution of the proposal shall be made by the offeror. Proposals received after the prescribed date and time shall not be considered and shall be returned to the offeror.

1. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Owner requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Incurred Expenses: Roanoke County Public School Division is not responsible for any expenses offerors may incur in preparing and submitting proposals called for in this Request for Proposals.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. It is the offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the Owner's evaluation process. The number of pages should be kept to a minimum. Fancy bindings, colored displays, promotional material, etc. are not desired.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the

corresponding section of the RFP. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- e. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- f. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

2. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Owner. This provides an opportunity for the offeror to clarify or elaborate on the proposal. The Division reserves the right to request presentations of any or all proposers prior to selection. The Division will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.). This is a fact finding and explanation session only and does not include negotiation. The Owner will schedule the time and location of these presentations. Oral presentations are an option of the Owner and may or may not be conducted.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Roanoke County on behalf of the Roanoke County Public School Division may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) The award document will be a standard contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office and Roanoke County Website.

SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate Offeror's capabilities to provide the required goods/services. Submit the following items as a complete proposal:

1. Name and address of Offeror
2. A statement of the Offeror's understanding of the Request for Proposals
3. The School Division's primary contact with the Offeror
4. Information clearly presenting:
 - a. the firm's background,
 - b. the firm's overall qualifications to conduct a Superintendent search for the School Division and
 - c. the qualifications of the firm's employees who will work on this contract, especially as it relates to this position.
5. A listing of school superintendent searches the firm has successfully completed within the last five years for positions, emphasizing those searches that are similar to the Roanoke County Public School Division Superintendent, and those that focused on experience in Virginia. The list should include the position title, the name of the organization for which the search was conducted and the date the search was completed. A contact person with the client organization must be identified. If applicable, provide examples of recruitment literature (i.e. brochure or recruitment marketing pamphlets) successfully used by the search firm in other executive/superintendent searches.
6. A detailed and comprehensive presentation of the firm's approach/plan used to recruit executive positions such as the Roanoke County Public School Division Superintendent. The presentation should also include the time schedules inherent in the firm's search, pre-qualification, and final recommendation processes.
7. If the firm recommends the use of recruitment profiles, examples of such profiles should be provided.

8. Resume(s) of staff to be assigned to the project. Please indicate the approximate percentage time this person will work on this project, and their individual experience in working on similar assignments, with specific reference to their individual work, not necessarily the firm's experience.
9. A detailed price proposal to complete this project. Proposal should identify pricing methodology used including but not limited to hourly rates for staff assigned, travel costs, and recommended ways to minimize the cost (e.g. electronic communications, video conferencing, other methods, material production costs, advertising costs, costs for videotaped interviews or teleconferences, etc.) Each phase of the project should have a clearly delineated cost. The offeror must disclose any cost to the Division should the Division not make a selection from the firm's recommended candidates. All costs to the Division must be identified.
10. A project timeline that identifies milestones and key deliverables.
11. Offerors are invited to submit additional information to demonstrate the firm's qualifications and experience in conducting similar executive searches.

PROJECTED TIMELINE: (DATES IN ITALICS ARE APPROXIMATE)

DATE	DESCRIPTION
6/21/18	Disseminate RFP/Post the RFP.
7/16/2018	Deadline for questions to be submitted via email no later than 2:00 pm to: Khoyt@roanokecountyva.gov . Responses will be in the form of an addendum and posted on the Roanoke County website.
7/23/18	Vendor response submission deadline. (No later than 2:00 pm)
7/25/18	<i>Review responses with the evaluation committee and ask for clarification from Vendors, if necessary.</i>
8/2/18	<i>Presentations/Interviews from Short-list firms, if requested by the Evaluation committee. Determine top ranked firm. Issue Notice of Intent to Award ** If shortlisted- firms are requested to keep this date available and have the project team that will be assigned to this project in queue to attend and interview with the committee.</i>
8/16/18	Roanoke County School Board consider recommendation for contract award to top ranked firm
8/17/18	<i>Contract sent to firm</i>
8/22/18	<i>Implement contract</i>

VI. REFERENCES

Each Offeror should provide the names, addresses, and telephone numbers of at least five (5) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the Schools. Each reference should include organizational name, official address, contact person, title of contact, and phone number.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

VII. FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the consultant, to satisfy himself as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The consultant shall examine carefully the proposed contract documents and all other documents and data pertaining to the project. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the contract. The consultant shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the contract.

VIII. PROPRIETARY INFORMATION

Ownership of all data, materials and documentation originated and prepared for the Division pursuant to this RFP shall belong exclusively to the Owners and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the offeror shall invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.**

IX. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL

After the date and time established for receipt of proposals by the Division, any contact, in regard to the proposal initiated by any offeror with any Division official, other than the Purchasing Office is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any offeror from further review.

Questions regarding this request for proposal may be directed to Kate Hoyt, Purchasing Manager, at (540) 283-8149, email: khoyt@roanokecountyva.gov. All questions that are pertinent to the project will be answered in the form of an addendum and posted on the Purchasing bulletin board and the Roanoke County Purchasing website: <https://www.roanokecountyva.gov/bids.aspx>. Any questions regarding this solicitation must be submitted in writing via email to: khoyt@roanokecountyva.gov no later than 2:00 pm on July 16, 2018.

X. CONTRACTUAL AGREEMENT

The contract term shall be from the date of award until a successful candidate is hired. A standard Division general consultant contract will be prepared for signature by the successful consultant for this project. The contract shall include this Request for Proposals, any addenda, and the Consultant's proposal.

The consultant shall inform himself fully of the conditions relating to the performance of the contract. Failure to do so shall not relieve any successful consultant of his obligations to furnish all materials, deliverables and labor necessary to carry out the provisions of the proposal and to complete the work for the consideration as set forth on a work order for each specific project. The failure or omission of any consultant to receive or examine any form, instrument or document shall in no way relieve the consultant from his obligations with respect to the proposal.

The consultant may submit a request for payment at 30-day intervals based on percent work completed. Payment requests will be considered only after receiving progress reports on the work and satisfactory evidence that the work reported has been acceptably accomplished. Payment terms are NET 30.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.

(d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although 'Notify Me' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, , and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061, Ext. 311.

Questions should be directed to:

Kate Hoyt, Purchasing Manager
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
Email: khoyt@roanokecountyva.gov

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to

the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a). Procurement of Professional Services. *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.*

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3(b). Procurement of other than professional services. *Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.*

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

INVOICES

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all such statements to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, 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 the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

SPECIAL INSTRUCTIONS:**ANTITRUST**

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offer or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the 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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the 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 vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

The Proposer certifies 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 any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement

regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

2018-112 REFERENCES (Required)

Provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, email address, and telephone number.

1. _____

2. _____

3. _____

4. _____

5. _____

COMPANY NAME _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

NOTICE OF PROPRIETARY INFORMATION FORM
RFP # 2018-112 EXECUTIVE SEARCH FIRM TO PROVIDE SUPERINTENDENT OF SCHOOLS
SEARCH FOR ROANOKE COUNTY PUBLIC SCHOOLS

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**RFP # 2018-112 EXECUTIVE SEARCH FIRM TO PROVIDE SUPERINTENDENT OF SCHOOLS
SEARCH FOR ROANOKE COUNTY PUBLIC SCHOOLS**

**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT CERTIFICATION OF
CONTRACTOR**

Full Name of Contractor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies 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.

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

Date: _____

Name of Contractor

By: _____

TITLE

SIGNATURE SHEET
RFP # 2018-112 EXECUTIVE SEARCH FIRM TO PROVIDE SUPERINTENDENT OF SCHOOLS
SEARCH FOR ROANOKE COUNTY PUBLIC SCHOOLS

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended, Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO

AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.