

Request for Proposal

Executive Search and Recruitment Services

Prepared By:

Rochester Board of Education



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1. ORGANIZATION PROFILE

The Rochester City School District (“RCSD” or “District”) is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 730,000.

The RCSD serves approximately 28,000 students in pre-Kindergarten through grade 12 and an additional 15,000 adult students in continuing education programs. It operates 41 elementary schools, 16 secondary schools, one adult/family learning center, and several alternative education programs.

The ethnic makeup of the student population is 60.1 percent African American, 25.6 percent Hispanic, 10.2 percent Caucasian and 4.1 percent Native American, Asian, and other minorities. There are 35 different languages spoken within the student population.

2. SCOPE AND CLASSIFICATION

The Rochester Board of Education is seeking a vendor to conduct the search and recruitment activities necessary to identify candidates for the position of Superintendent of the Rochester City School District. It is the purpose of this Request for Proposal to solicit proposals from executive search firms or individuals with experience in recruiting school superintendents for urban school districts to provide assistance in conducting a nationwide search for qualified candidates for the position of Superintendent of the Rochester City School District immediately upon award of a contract.

Vendors responding to this solicitation should propose all services and associated costs to provide a comprehensive process that will meet the Board’s needs. Elements of the process shall include, but are not limited to, the following:

- a. **Schedule.** Suggest a timeline of activities and major events in the search process;
- b. **Board Direction.** Provide an opportunity for an interview with each member of the Board of Education in order to develop a better understanding of his/her views of the desired qualifications and characteristics of the new superintendent;
- c. **Superintendent Profile.** Develop a profile of the new superintendent based on the qualifications and characteristics determined by materials already developed by the Board of Education, review of publicly available District data, and through interviews with members of the Board of Education;
- d. **Search Process.** Conduct a search process that includes, but is not limited to, designing a vacancy announcement, recommending qualifications for applicants, developing an application and screening process, soliciting and receiving applications and conducting background checks;
- e. **Inclusion Strategy.** In consultation with the Board, develop and execute strategies for including the Board, staff, and the community in the search process;

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- f. **Contract and Compensation.** Advise the Board with regard to an appropriate compensation package and a contract for the superintendent;
- g. **Confidentiality.** Maintain the confidentiality of all information provided or maintained by the consultant in rendering services to the Board;
- h. **Other Services.** Provide other services deemed necessary by the Board for the conduct of the search.

3. PROPOSAL INFORMATION

Proposals must be received by the Board of Education by November 26, 2018. Because of the short timeline for responding to this RFP, proposals may be emailed to Shanai.Lee@rcsdk12.org. The original proposal along with seven copies should then be submitted in hard copy by next business-day mail to:

Rochester Board of Education
ATTN: Dr. Shanai Lee, Special Assistant to the Board
131 West Broad Street
Rochester, New York 14614

Proposals not received by the date shown above will not be considered and shall be disqualified. The package shall be marked “**SEALED PROPOSAL-TO BE OPENED BY ADDRESSEE ONLY.**” Please ensure your firm's name is included on the outside of the package. If you are using a commercial delivery company that requires you to use its shipping package or envelope, your Proposal should be placed within a second sealed package labeled as detailed above. This will ensure your Proposal is not prematurely opened.

Firms not able to submit a Proposal are asked to inform the Board of their regrets and interest in future work in writing in order to be considered for future solicitations. This letter should be directed to the above address.

4. PROPOSAL FORMAT

General Information: This section represents information that is to be included in any proposal submitted in response hereto:

- a. **Cover Sheet.** Submit the signed, completed cover sheet from this Request for Proposal. See Appendix A.
- b. **Table of Contents:** Include a clear identification of the material by section and by page number.
- c. **Proposal Narrative**
- d. **Non-Collusive Bidding Certification (Appendix B).**

5. PROPOSAL NARRATIVE

To enable the Board to conduct a uniform review of all proposals submitted in response to this request, components of each proposal narrative shall be as follows. The Board reserves the right to reject proposals that are not organized as follows:

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- a. **Management Summary.** Include a summary providing an overview of how the firm would provide these services to the Board. Firms should emphasize why their proposal is best suited to meet the needs of the Board.
- b. **Vendor Profile.** Provide a Firm Profile, to include
 1. An overview of the company;
 2. The length of time the firm has been in the business of executive placement;
 3. An outline of the firm's background and overall qualifications to conduct an executive search for the position of school district superintendent;
 4. The personnel to be used to complete the contract:
 - a. The name, address, telephone number, fax number and email address of the firm's principal who will be responsible for this project. Detail his/her qualifications, education, and work experience, and provide a narrative description of his/her work responsibilities on this contract.
 - b. The names, titles, roles, addresses, telephone numbers, fax numbers and email addresses of other staff members who will be assigned direct work on this project. Detail their qualifications, education, and work experience and provide a narrative description of the work responsibilities of each.
 5. A description of superintendent searches that the principal who will be leading this search has performed for urban school districts since 2000.
 - a. Indicate the name of the district, number of students enrolled and the year in which the search was conducted.
 - b. Discuss what steps were taken to find non-traditional candidates (i.e., private profit, non-profit, military, other branches of government, and higher education).
 - c. Provide information on length of time selected candidate served as superintendent.
 6. A minimum of five client references, including complete addresses and telephone numbers of each as well as the name, title, and telephone number of a contact person. Describe the contract (the scope, length, and dollar value) for each reference. At least three of the references shall be for searches conducted by the personnel identified in C.4.
 7. Information regarding your philosophy and policies regarding client satisfaction in the event of an unsuccessful search.
 8. A comment on the following non-discrimination clause:

"The Rochester City School District ("RCSD") is committed to complying with all applicable federal, state and local laws, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting

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parties to ensure that New York State Business Enterprises, Minority and Women-owned Business Enterprises (M/WBEs), Minority Group Members and women have the opportunity to compete for work in connection with RCSD's projects and initiatives. Contractors are encouraged to take all necessary and reasonable steps to ensure that M/WBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the contractor intends to subcontract a portion of the services on the project, the contractor is encouraged to seek out and consider M/WBE firms as potential subcontractors. The contractor is encouraged to contact M/WBE firms to solicit their interest, capability and qualifications. The District believes that these services support M/WBE participation.”

9. A guarantee that it is financially solvent and that it is experienced in conducting searches for school superintendents and competent to perform pursuant to a contract for such service with the District.
10. A statement that it is prepared to indemnify and hold the District, the Board, its officers, employees, agents, representatives, and volunteers harmless from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to all expenses of litigation, court costs, penalties whatsoever of any kind or nature arising directly or indirectly from the negligence of the firm, its agents, servants, employees, persons or entities engaged by the firm.

C. Proposed Search Plan

1. Submit a comprehensive presentation of the approach to be used by your firm to accomplish the tasks in your proposed scope of work, providing a detailed list of all activities your firm will undertake in conducting the search.
2. Discuss the methods you will use to communicate and work with the Board of Education.
3. Describe any other services that would be provided as part of your search plan.

D. Fee Structure

1. Submit a price proposal to perform all services detailed in your scope of work, which shall include all elements of Section 2 and 3 herein.
2. Submit any other pricing/cost data necessary to carry out this project (all miscellaneous expenses must be detailed on the pricing form). Include justification for any such data submitted.

11. COMMUNICATIONS / CORRESPONDENCE

All communications, correspondence, requests for clarification or questions relative to this RFP should be sent by email to Shanai.Lee@rcsdk12.org, Dr. Shanai Lee, Special Assistant to the Board. The deadline for such questions or requests will be 4:00 p.m., eastern prevailing time, on November 23, 2018, unless otherwise extended in writing by the Board.

Questions or requests for clarification received after the deadline will NOT be addressed.

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12. TIME FRAME / KEY DATES

The following timeline is subject to change by the Board.

EVENT	DATE
Issue RFP	November 8, 2018
Deadline for submission of proposals*	November 28, 2018
Board interviews with finalists**	Week of December 2, 2018
Selection of consultant	December 20, 2018
Contract Start	December 21, 2018

*Proposals will not be publicly opened. Cost information will not be released since award will be made on best value analysis.

**Select Respondents will be invited to participate in an interview via conference call with members of the Board.

13. GENERAL TERMS AND CONDITIONS

CONTENTS OF PROPOSAL. Firms are required to submit their proposals in accordance with the following express conditions:

- a. Proposals must describe what the proposing firm intend to furnish the Board and must indicate any variances from the terms, conditions, and specifications of this request no matter how slight. If variations are not stated in a firm's proposal, it shall be construed that the proposal fully complies with all conditions identified in this request.
- b. If a proposal includes any proprietary data or information that the vendor does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will be used by the appropriate District personnel for the purposes of evaluating proposals and conducting contract negotiations, and may become a part of the contract award. Such data or information will not be otherwise disclosed except as may be required by law.
- c. The Rochester City School District intends and expects that the contracting processes of the Board and its vendor firms provide equal opportunity without regard to gender, race, ethnicity, religion, age, sexual orientation or disability and that its firms make available equal opportunities to the extent third parties are engaged to provide services to the Board as subcontractors, vendors, or otherwise. Accordingly, the firm shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide services in connection with performance of the contract. The successful firm shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The firm shall maintain records demonstrating its compliance with this article and shall make such records available to the Board upon the Board's request.
- d. All proposals and other materials submitted in response to this solicitation shall become the property of the Board.

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REJECTION OF PROPOSALS. The Board may, at its sole and absolute discretion:

- a. Reject any and all, or parts of any or all, proposals submitted by prospective firms;
- b. Readvertise this request;
- c. Postpone or cancel the process;
- d. Waive any irregularities in the proposals received in conjunction with this solicitation; and/or
- e. Determine the criteria and process whereby proposals are evaluated and awarded.
No damages shall be recoverable by any challenger as a result of these determinations or decisions by the Board.

AWARD OF CONTRACT. The Board shall award a contract to a firm through the issuance of a Notice of Award and Contract. This solicitation and the vendor's proposal will be incorporated into such contract.

14. VENDOR RESPONSIBILITIES

- a. All employees covered by this RFP shall be on the proposing firm's payroll, and be paid by that firm.
- b. The firm shall be responsible for all benefit costs, including Social Security, State and Federal taxes Unemployment Insurance, Disability Insurance, Workers Compensation, and all other costs as required by state and federal law.
- c. The firm shall be responsible to maintain all payroll, personnel and other records required by law.
- d. The firm shall be an independent contractor and not an agent or employee of the Board. The firm shall supervise the performance of its own services and shall have control of the manner and means by which its services are performed, subject to compliance with its contract with the Board and any plans, specifications or other items approved by the Board.

15. SELECTION PROCESS

After the Board has reviewed all of the Proposals and conducted the interviews indicated, the Board will make a decision based upon the best value, service, capabilities and experience that each firm offers.

All Proposals will be evaluated on the following criteria:

Pricing Structure	25%
Proposal responses that best meet the Board's needs	25%
Successful superintendent placement and tenure	25%
Experience and qualifications of key personnel	15%
References	10%

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16. CONDITIONS OF RFP AND CONTRACTUAL INTENT

- a. The issuance of this RFP constitutes only an invitation to submit a response to the Board. It is not to be construed as an official and customary invitation to bid, but as a means by which the Board can facilitate the acquisition of information related to the purchase of services.
- b. The Board reserves the right to determine, in its sole and absolute discretion, whether any aspect of the submission satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Respondent(s), the right to negotiate with any Respondent(s) whether or not they submitted a response, the right to reject any or all submissions with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.
- c. The Board reserves the right to require presentations/interviews with the highest ranked respondents. The Board will notify the affected respondents by email not later than two business days prior to their respective scheduled presentation/interview.
- d. Proposers are advised to provide their respective best offer with the initial proposal because the Board reserves the right to award a contract based on initial proposals without further discussion or negotiation.
- e. The RFP does not commit the Board either to award a contract or to pay for any costs incurred in the preparation of a submission. Submitting a response shall neither obligate the Board nor entitle the Respondent to enter into a contract with the Board.
- f. It is understood that any submission received and evaluated by the Board can be used as a basis for direct negotiation of the cost and terms of a contract between the Board and the particular Respondent. In submitting a response, it is understood by the Respondent that the Board reserves the right to accept any submission, to reject any and all submissions and to waive any irregularities or informalities that the Board deems is in its best interest. The final selection shall be at the discretion of the Board.
- g. In the event that this RFP is withdrawn by the Board for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the Board shall have no liability to Respondent for any costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each submission should contain the proposing firm's most favorable terms regarding costs and programmatic considerations and in a complete and understandable form. The Board reserves the right to request additional data, oral discussion, or a presentation in support of the written submission. The Board is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response. It is the intention of the Board to enter into a contract with the Respondent with which the Board can make the most satisfactory arrangements for its needs.

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17. BOARD OWNERSHIP OF SUBMISSIONS

Upon submission, all responses become the property of the Board. The Board reserves the right to use the information and any ideas presented in any submission in response to the RFP, whether or not the submission is accepted.

18. CONTRACT NEGOTIATIONS

The Respondent agrees that the Board may use any part of the submission as the basis for negotiating the contract.

19. REJECTION OF SUBMISSION

The Board, in its sole discretion, may reject any submission based on the format and submission requirements, or based on any other requirement in this document. The Board's right in rejecting or retaining any and all submissions is broad and it is at the sole discretion of the Board.

20. CANCELLATION OR AMENDMENT OF RFP

The Board reserves the right to cancel or amend this RFP at any time and will notify all known RFP recipients accordingly.

21. RESPONDENTS' COSTS

The Board shall not be responsible for any costs incurred by Respondent in connection with this RFP. Respondent shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

22. CONTRACT TERM

The contract resulting from this RFP shall remain in effect for one year and will be renewable for up to four additional one year periods. Extension options shall be exercised at the sole option and discretion of the Board. Continuance of any contract shall be dependent upon the contractor's ability to provide satisfactory service as set forth in this RFP.

23. PAYMENT TERMS

The Board strives to pay Net 30. Interest penalties will not be allowed.

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24. AWARD

This Proposal may be awarded to more than one firm if the Board considers it to be in its best interest.

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APPENDIX A

RFP AGENCY COVER SHEET

(MUST BE SUBMITTED WITH YOUR APPLICATION)

Agency Name (including prior business or operating names and DBA names):

Agency Address: _____

Agency Telephone Number: _____

Agency Web Address: _____

Type of Agency (check one): Individual Partnership Corporation

List at least five (5) school districts for which you have worked. Include the names, addresses, and telephone numbers of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

Reference Format: To be submitted for each of the five (5) references required.

School District: _____

Contact Name: _____

Title: _____

Address: _____

Phone #: _____

Fax #: _____

Email: _____

Web Address: _____

Student Population: _____

Year Search Completed: _____

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Have you or any of your principals been in litigation or arbitration involving executive search services for any public, private or charter K-12 schools during the prior five (5) years?

_____. (Yes or No)

If yes, provide the name of the school district and briefly detail the dispute:

Have you ever had a contract terminated for convenience or default in the prior five years?

_____. (Yes or No)

If yes, provide details including the name of the other party:

Is your firm, owners, and/or principal, partner or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?_____. (Yes or No)

If yes, provide details:

Is your firm, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency?

_____. (Yes or No)

If yes, provide details:

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APPENDIX B
NON-COLLUSIVE BIDDING
CERTIFICATION**

By submission of this bid, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening, directly or indirectly, to any other respondent or to any competitor; and
- c. No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the respondent cannot make the foregoing certification, the respondent shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a respondent (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this certification.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate respondent for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law and where such bid contains the certification referred to in paragraph one, shall be deemed to have been authorized by the board of directors of the respondent, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.