

**CLAIBORNE COUNTY SCHOOL DISTRICT
404 MARKET STREET
PORT GIBSON, MISSISSIPPI 39150**

**REQUEST FOR PROPOSALS FOR
SUPERINTENDENT SEARCH CONSULTANT**

Introduction:

The Board of Trustees for the Claiborne County School District (the “District”) is seeking proposals from qualified individuals or firms to assist the Board in its search for a superintendent of schools for the District. The District currently has in place a Conservator, who is contracted by the Mississippi Board of Education to manage the operations of the District and whose employment is scheduled to expire on June 30, 2016. It is anticipated that the new superintendent will commence employment under a contract no later than July 1, 2016. The District covers Claiborne County, Mississippi, with its central office located in Port Gibson, Mississippi, and serves approximately 1,565 students. General information about the District may be obtained from its website located at www.claiborne.k12.ms.us.

Responses:

Any person or entity that desires to respond to this Request for Proposals (each, a “Respondent”) shall do so in writing and in accordance with the instructions set out in this request for proposals (“RFP”). Seven (7) copies of Respondent’s proposal must be received by the District no later than **Tuesday, January 19, 2016, 3:00p.m., Central Standard Time**. Proposals should be delivered to the District’s attorney, Dorian Turner, at Dorian E. Turner, PLLC, 300 West Capitol Street, Suite 200, Jackson, Mississippi, 39203, and Respondent assumes the risk of any delay in Respondent’s chosen delivery method. Proposals or modifications to proposals received after the date and time indicated above will not be considered. Faxed or emailed proposals will not be considered. Proposals must be signed by a person authorized to bind Respondent.

Proposals shall include, at a minimum, the following information:

- 1) A description or profile of Respondent, including a statement of qualifications, describing the type of services Respondent provides and any other information or materials that Respondent believes would be helpful to the school board in making its decision. Respondent must demonstrate its capacity to manage and coordinate the types of activities to be conducted and to provide the search services in a timely and satisfactory manner. Respondent may designate those portions of the proposal that contain trade secret or other proprietary data that may remain confidential in accordance with Miss. Code Ann. Sections 25-61-9 and 79-23-1.

- 2) A detailed summary of the services Respondent proposes to provide the District, including, but not limited to, (a) search process planning, preparation, timeline and implementation, (b) candidate recruitment, (c) candidate applications, screening, evaluations and interviews, (d) board, community and stakeholder input, (e) candidate appointment, and (f) search closing process.
- 3) A detailed summary of similar services that Respondent has provided to other school districts in Mississippi and nationally.
- 4) Professional resumes of Respondent's principals, employees and consultants, if any, who will render services to the District.
- 5) A detailed description and breakdown of any and all fees and estimated expenses to be charged the District, including a listing and breakdown of fees and expenses for any optional services.
- 6) A list of references, including name, address, telephone number and contact person for Respondent's five (5) most recently completed searches.
- 7) **[Optional]** Respondent's sample form employment agreement that Respondent wants the Board to consider.

Evaluation of Proposals; Contract:

Each proposal shall be submitted with the understanding that it will be evaluated by the Board to determine which proposal best serves the District's interests and that the Board will select a consultant based upon that evaluation. The District reserves the right to waive or vary any of the specifications or other terms contained in this RFP as it determines, in its sole discretion, will best serve the District's best interests. The Board will negotiate in good faith with the selected Respondent or Respondents to reach a definitive agreement.

In submitting a proposal, Respondent acknowledges that:

- 1) The District reserves the right to award a contract to a Respondent other than the Respondent who submits the lowest dollar-cost proposal, to reject any and all proposals and to waive any informalities. The District reserves the right to cancel this solicitation for proposals, if deemed in the best interests of the District.
- 2) The District reserves the right to cease negotiations with any Respondent at any time and to negotiate with more than one Respondent after evaluation of the proposals.
- 3) Any agreement reached with Respondent is subject to review and approval by the Conservator.

- 4) The Board, or its designee, may, but shall not be required to, conduct interviews with any or all Respondents, if the Board deems that it would be helpful in making a final decision. Interviews, if conducted, shall take place at the discretion of the board before Friday, February 5, 2015.
- 5) The award of a contract will be made as soon as practicable, in the best interest of the District.
- 6) All submitted proposals shall become the property of the District and will not be returned to Respondent.
- 7) The District will not be liable for any costs associated with the preparation or submission of proposals.

The District reserves the right to accept or reject any proposal and to negotiate with any one or more Respondents. The specific criteria the District will use to evaluate the merits of the proposals are listed below. The criteria are weighted to yield a potential total score of 100 points and include the following:

1. Quality of Respondent's proposed search process, including the quality and completeness of Respondent's proposal and Respondent's demonstrated ability to seek out and recruit viable and qualified applicants and to guide and assist applicants and District stakeholders through the search process and contract negotiations; (30 possible points)
2. Respondent's resources and operations, including adequacy of personnel and equipment, financial stability and related factors, quality of procedures and organizational structures proposed for completion of the services and timeliness of services; (25 possible points)
3. Record of Past Performance, including Respondent's experience and success in conducting similar searches, number of years in business and Respondent's organizational structure; (25 possible points)
4. Cost Proposal, including, but not limited to, value for services rendered and received. (20 possible points)

If a contract is awarded, it shall be awarded to the Respondent who submits a responsive proposal deemed to be the most advantageous to the District, taking into consideration the criteria set forth above.

Respondent's Guarantee:

In submitting a proposal, Respondent guarantees that it is financially solvent and that it is experienced in and competent to perform the services to be provided to the District.

Contract Terms and Conditions:

The following terms and conditions shall be incorporated in the contract entered into between the successful Respondent and the District, along with any other mutually agreeable terms and provisions.

- 1) **Indemnification:** Respondent shall indemnify, defend and hold harmless the District, its board of trustees, officers, employees, agents, representatives and volunteers 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, and penalties arising directly or indirectly from the negligence of Respondent, its agents, servants, employees and persons or entities engaged as independent contractors by Respondent.
- 2) **Conflicts of Interest:** By submitting a proposal and entering into a contract with the District, Respondent represents and warrants that there is no officer or employee of the District forbidden by law to have an interest in the contract between Respondent and the District, either directly or indirectly, or who will benefit therefrom.
- 3) **Independent Contractors:** The District and Respondent shall be independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent acts or omissions, or to make any contract, or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.
- 4) **Governing Law:** The contract entered into between the District and Respondent shall be governed by the construed in accordance with the laws of the State of Mississippi, without giving effect to its conflict laws. The venue and jurisdiction of any litigation or other proceeding arising under the contract shall be in the state and federal courts in Port Gibson, Claiborne County, Mississippi. Respondent shall comply with all applicable federal, state and local laws and regulations.
- 5) **Confidentiality:** Respondent shall preserve and protect all confidential information of the District to which it may have access during the performance of the services.
- 6) **Insurance:** At all times during the contract term and the performance by Respondent of services under this contract, Respondent shall have in effect: (1) comprehensive public liability and property damage insurance covering all Respondent's operations in connection with the performance of this contract in an amount not less than (a)

\$1,000,000 each person and each occurrence for bodily injuries, and (b) \$1,000,000 in any one accident and in the aggregate for damages to or destruction of property; (2) contractual liability coverage for Respondent's hold harmless obligations under this contract; (3) automobile public liability and property damage in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage; and (4) workers' compensation insurance if and as required by Mississippi law. Respondent must submit proof of such insurance at the time of execution of the contract.

- 7) **Access to Records:** Respondent agrees that the District, or any of its duly authorized representatives, at any time during the term of this contract, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Respondent related to Respondent's charges and performance under this contract. Such records shall be kept by Respondent for a period of three (3) years after final payment under this contract, unless the District authorizes their earlier disposition. Respondent agrees to refund to the District any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
- 8) **Assignment:** Respondent shall not assign or subcontract, in whole or in part, its rights and obligations under this contract without the prior written consent of the District.
- 9) **Compliance with Laws:** Respondent understands that the District is an equal opportunity employer, and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Respondent agrees during the term of this contract that Respondent will strictly adhere to this policy in its employment practices and provision of services. Respondent shall comply with, and all activities under this contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- 10) **Copyrights:** Respondent (i) agrees that the District determines the disposition of the title to and rights under any copyright on copyrightable material first produced or composed under this contract, and (ii) hereby grants to the District a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, or to authorize others to do so, all copyrighted or (copyrightable) work not first produced or composed by Respondent in the performance of this contract, but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent Respondent now has, or prior to the completion or final settlement of contract may

acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. Respondent further agrees that all material produced and/or delivered under this contract will not, to the best of the Respondent's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Respondent's opinion be likely to become, the subject of any infringement claim or suit, Respondent shall procure the rights to such material or replace or modify the material to make it non-infringing.

11) Termination for Default:

A. If Respondent refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in the contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the District will notify Respondent, in writing, of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the District, the District may terminate Respondent's right to proceed with the contract, or such part of the contract as to which there has been a delay or failure to properly perform. In the event of termination, in whole or in part, the District may procure similar goods or services in a manner and upon terms deemed appropriate by the District. Respondent shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. Notwithstanding termination of the contract and subject to any directions from the District, Respondent shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Respondent in which the District has an interest.

C. Payment for completed services delivered and accepted by the District shall be at the contract price. The District may withhold from amounts due Respondent such sums as the District deems to be necessary to protect the District against loss because of outstanding liens or claims of former lienholders and to reimburse the District for the excess costs incurred in procuring similar goods and services.

D. Respondent shall not be in default by reason of any delay or failure in performance if the cause of the delay or failure arises out of acts of God; acts of public enemies; acts of the State or any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

E. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

12) TERMINATION FOR CONVENIENCE:

- A. The District may, when the interests of the District so require, terminate this contract in whole or in part, for the convenience of the District. The District shall give written notice of the termination to Respondent specifying the part(s) of the contract terminated and when termination becomes effective.

- B. Respondent shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination, Respondent will stop work to the extent specified. Respondent shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Respondent shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The District may direct Respondent to assign Respondent's right, title, and interest under terminated orders or subcontracts to the District. Respondent must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

ADDITIONAL INFORMATION:

Should a Respondent require additional information with regard to the services requested in this RFP or the terms and conditions of same, Respondent should contact Dorian E. Turner, Dorian E. Turner, PLLC, 300 West Capitol Street, Suite 200, Jackson, Mississippi, 39203, telephone: 601-354-2971, facsimile: 601-354-3656, electronic mail: deturner@detpllc.com.

Dated: December 17, 2015