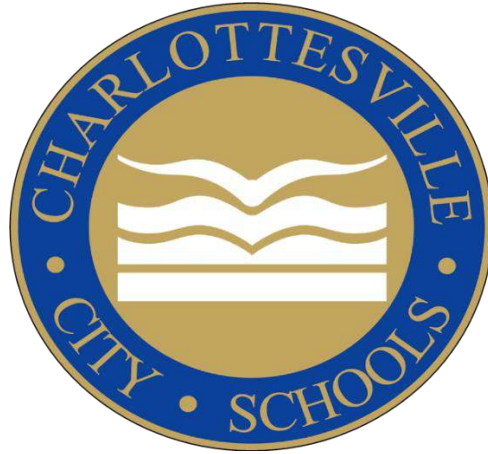


Charlottesville City Schools



1562 Dairy Road
Charlottesville, VA 22903
Contact: Kim Powell
Phone: (434) 245-2947
powellk1@charlottesvilleschools.org

March 24, 2021

REQUEST FOR PROPOSALS # 04-21

Executive Search Firm to Provide
Superintendent of Schools Search
for

Charlottesville City Schools

Sealed Proposals Due:

April 5, 2021

2:00 PM

(Local Prevailing Time)

One (1) unbound original
Seven (7) bound complete copies
One (1) electronic copy (USB preferred)

**RFP # 04-21 EXECUTIVE SEARCH FIRM
TO PROVIDE SUPERINTENDENT OF SCHOOLS SEARCH
FOR CHARLOTTESVILLE CITY SCHOOLS**

I. GENERAL INFORMATION

The Charlottesville City School Board (the “School Board”) is seeking proposals from qualified and experienced professional search firms to provide services as an Executive Search Consultant to assist in finding a new Superintendent for Charlottesville City Schools. The firm must be licensed to do business in the Commonwealth of Virginia.

One unbound original, seven (7) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and **until Wednesday April 5, 2021, at 2:00 PM (local prevailing time)**, in the Charlottesville City Division Administration Office at 1562 Dairy Road, Charlottesville, Virginia 22903. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Division Administration Office 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 #04-21 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.

Charlottesville City Schools (CCS) shall provide the mechanism for the evaluation of all information received. CCS 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 Board 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.

II. RFP QUESTIONS

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

Kim Powell, Assistant Superintendent

Email: powellk1@charlottesvilleschools.org

Questions must include “RFP 04-21” in the email subject line.

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 email updates from Kim Powell by emailing notification of your intent to respond to this RFP to powellk1@charlottesvilleschools.org. Questions received by noon March 30, 2021 will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

III. NO CONTACT POLICY

After the date and time established for receipt of proposals at the Division Administration Office, any contact initiated by any Offeror with any Board member or representative, other than Kim Powell, 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.

IV. SCOPE OF WORK

A. BACKGROUND

Charlottesville City Schools is the 53rd largest of 132 school systems in the Commonwealth of Virginia. The City is located in central Virginia, surrounded by Albemarle County, with a 2019 population of approximately 47,000. The University of Virginia is the area's largest employer. The Superintendent reports to a School Board consisting of seven members elected to four-year terms by the citizens of Charlottesville.

The School System provides a broad spectrum of general, special, gifted, career and technical education opportunities for 4,259 students (including pre-kindergarten) between the ages of 3 and 21 at six elementary schools, one upper elementary school serving 5th and 6th grades, a middle school serving grades 7 & 8, one high school, one alternative academy, and a career and technical education center operated jointly with Albemarle County Public Schools. Charlottesville City Schools employs over 800 professional and operational employees, and the 2020-2021 Budget is \$88,893,088.

Charlottesville City Schools' fine arts and STEM programs have won numerous awards. Social and emotional learning and supports for students continue to be a high priority, and additional resources are being added in this area with the 2021-2022 budget. During the COVID-19 pandemic the Division expanded our already extensive 1:1 technology program to provide every student with a computing device and offer home internet access for all students starting in pre-school. For 2021 Charlottesville earned the following Niche ratings:

- #2 Most Diverse School Districts in Virginia
- #18 Most Diverse School Districts in America
- #5 Best Places to Teach in Virginia
- #7 Best School Districts in Virginia
- #9 Districts with the Best Teachers in Virginia

For 2020 the Charlottesville City Schools graduation rate topped the state overall and in several categories:

- Overall Graduation Rate 94.5% (VA 92.3%)
- Black Students Graduation Rate 96.7% (VA 91.3%)
- Students with Disabilities Graduation Rate 95.6% (VA 90.4%)

SAT scores continue to surpass state and national averages. For the combined score, Charlottesville High School (CHS) students' average rose from 2019 to 1156, which

surpassed the state by 40 points and the nation by 105 points. In reading/writing, CHS's average of 595 surpassed the state by 28 and the nation by 67. In math CHS's average of 561 surpassed by Virginia 12 and the US by 38.

B. DEFINITIONS:

The term "Consultant" refers to the person or firm to whom an award is made to perform the work under the contract.

The term "Offeror" means a person or firm who will submit a response to the RFP.

C. STATEMENT OF NEEDS / SCOPE OF WORK:

GENERAL DUTIES:

1. The Consultant shall provide consulting services to assist the School Board in conducting a national search to find and select the most qualified candidate to serve as Superintendent for Charlottesville City Schools. The School Board seeks to appoint the Superintendent no later than September 23, 2021.
2. The Consultant shall provide a project timeline that identifies milestones and key deliverables including the appointment date.
3. The Consultant shall provide virtual meeting support via Zoom or other similar, secure platform as mutually agreed.
4. The Consultant shall comply with all relevant federal, state, and local legal requirements, as well as applicable School Board policies and procedures.
5. The Consultant shall provide a one-time additional executive search under the same terms and conditions, at no fee to the School Board, if the successful candidate submitted by the Consultant leaves the employment of the School Board within one year of placement.
6. The Consultant shall provide 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 shall receive and approve a copy of all documents sent out on behalf of the Board.

DEVELOP SUPERINTENDENT PROFILE:

1. The Consultant shall assist the School Board in establishing characteristics by which a pool of highly qualified candidates may be identified who are capable of supervising the educational and administrative goals and the leadership needs of the school division. The characteristics shall be developed by eliciting input from the Board, school division employees, the CCS community, funding localities, and other major stakeholders.
2. The Consultant shall secure information about the CCS community by gathering data through the following:

- a. Online survey(s) to determine what characteristics the community is looking for in their next superintendent,
- b. 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
- c. Engagement survey(s) for staff.

The Consultant shall share with the Board its assessment regarding perceived strengths of the school division, perceptions of issues facing the school division, and the qualifications those interviewed believe are important in a Superintendent.

DEVELOP AND DISTRIBUTE APPLICATION MATERIALS:

1. The Consultant shall develop the application and supporting materials regarding the school division; determine advertising venues; advertise the vacancy; and distribute applications to interested candidates.
2. The Consultant shall draft an advertising fact sheet describing the vacancy that shall be approved by the School Board Chair prior to its publication.
3. The Consultant must be capable of advertising the vacancy in regional and national publications. All such advertisements and media must be approved, in advance, by the School Board. The fact sheet shall be published via online media with a complimentary internet link to the school division web site, if desired.
4. The Consultant shall work with the Board to establish a timeline for each step of the search process.
5. The Consultant shall actively recruit qualified candidates to apply for the position and solicit nominations from knowledgeable people in the education profession.

EVALUATE APPLICATIONS:

1. The Consultant shall receive and evaluate applications from interested candidates and forward their recommended and qualified candidates for further consideration and interviews with the School Board.
2. 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 shall be made. It is the School 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 shall 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.

3. The Consultant shall gather data on candidates applying for the position. Those candidates best matching the desired profile shall be interviewed by the Consultant and School Board to ensure they meet the required criteria. Within ten calendar days of the closing of applications, the Consultant and School Board shall present a list of candidates for School Board consideration. References of recommended candidates shall be checked by the Consultant.

CANDIDATE INTERVIEWS:

1. The Consultant shall coordinate initial and final interviews and compile effective interview questions that are predominately behavior-based to help the School Board understand the candidates’ experiences and personal qualities.
2. The Consultant shall complete additional screening and a detailed investigation of finalists including verification of resume, criminal records, and reference checks on all candidates submitted to CCS.
3. The Consultant shall inform the School 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 shall be available during the search process to advise the School Board on search-related issues.

FINALIZE SUPERINTENDENT SELECTION:

1. The Consultant shall be available to provide assistance negotiating the terms, salary, benefits, and conditions of any contract with the successful candidate.
2. The Consultant shall make salary and compensation package recommendations to the School Board, if requested.

CONFIDENTIALITY:

The Consultant shall assist the School Board in making decisions regarding if and when to maintain the confidentiality of the application process, including, but not limited to the names of applicants and the evaluation, interview and negotiation with and selection of candidates.

V. EVALUATION AND AWARD EVALUATION CRITERIA

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

	Criteria	Points
1.	Completeness and Responsiveness to the RFP	5

2.	Demonstrated Expertise and Experience, including References	30
3.	Quality of Proposed Plan Based on Thoroughness and Ability to Meet Timeline	30
4.	Fees and Associated Costs	35

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

GENERAL INSTRUCTIONS:

RFP Response: In order to be considered for selection, Offeror shall submit a complete response to this RFP, including one original and seven (7) copies of each proposal. 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 shall be submitted. Failure to submit all information requested may result in the School Board requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the School Board. 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: Charlottesville City Schools is not responsible for any expenses Offerors may incur in preparing and submitting proposals called for in this Request for Proposals.
- c. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall 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 School Board’s evaluation process. The number of pages shall be kept to a minimum. Fancy bindings, colored displays, promotional material, etc. are not desired.
- d. Proposals shall be organized in the order in which the requirements are presented in the RFP. All pages of the proposal shall be numbered. Each paragraph in the proposal shall reference the paragraph number of the corresponding section of the RFP. The proposal shall contain a table of contents that cross-references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP shall 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. Each copy of the proposal shall be bound or contained in a single volume where practical. All documentation submitted with the proposal shall 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 School Board. 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 Offerors prior to selection. The Division will not be liable for any costs incurred by the Offeror 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 School Board will schedule the time and location of these presentations. Oral presentations are an option of the School Board 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 may 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. If the School Board determines 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.

Charlottesville City Schools 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. The award document will be a standard contract incorporating by reference all the requirements, terms and conditions of the RFP and the Consultant's proposal as negotiated.

The Notice of Award shall be posted on the Charlottesville City Schools Website.

SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals shall be as thorough and detailed as possible so that the School Board 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 Charlottesville City Schools Superintendent, and those that focused on experience in Virginia. The list shall 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 Charlottesville City Schools Superintendent. The presentation shall 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 shall 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. Proposals shall 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 shall have a clearly delineated cost.
 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
<i>3/25/2021</i>	Disseminate RFP/Post the RFP.
<i>3/30/2021</i>	Deadline for questions to be submitted via email no later than noon to: powellk1@charlottesvilleschools.org . Responses will be in the form of an addendum and posted on the Charlottesville City Schools website. Questions must include "RFP 04-21" in the email subject line.

4/1/2021	Vendor response submission deadline. (No later than 2:00 pm)
4/15/2021	<i>Presentations/Interviews from Short-list firms, if requested by the School Board. 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>
4/26/2021	<i>Proposed Contract sent to firm</i>
5/3/2021	<i>Execute contract</i>

VII. REFERENCES

Each Offeror shall 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 shall 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 Board. Typically, only references of the top ranked shortlisted Offeror or Offerors are contacted. The School Board reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

VIII. FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the Consultant, to satisfy itself 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.

IX. PROPRIETARY INFORMATION

Ownership of all data, materials and documentation originated and prepared for the Division pursuant to this RFP shall belong exclusively to the School Board 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 shall be stated by the Offeror. Offerors shall 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.**

X. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL

After the date and time established for receipt of proposals by the School Board, any contact, in regard to the proposal initiated by any Offeror with any School Board or School Division official, other than the Assistant Superintendent for Finance & Operations 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 Kim Powell, Assistant Superintendent for Finance & Operations, at (434) 245-2947, email: powellk1@charlottesvilleschools.org. All questions that are pertinent to the project will be answered in the form of an addendum and posted on the Charlottesville City Schools website: <https://www.charlottesvilleschools.org/RFPs>. Any questions regarding this solicitation must be submitted in writing via email to: powellk1@charlottesvilleschools.org no later than noon on March 30, 2021. The email subject line must include "RFP 04-21".

XI. 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 incorporate 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. 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 or costs incurred. 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.

XII. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP

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.

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 Charlottesville City Schools Division Administration Office 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. 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.
- C. The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on USB is preferred.

IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD

Vendors may visit <http://charlottesvilleschools.org/RFPs> to see notices about bids, proposals, addendums, and awards.

Questions shall be directed to:
Kim Powell, Assistant Superintendent
Email: powellk1@charlottesvilleschools.org

ACCEPTANCE OR REJECTION OF PROPOSALS

The School Board reserves the right to accept or reject any or all offers. The School Board also reserves the right to award the contract for any such materials, goods or services the School Board 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 School Board.

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.

The School Board encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the School Board'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 the School Board 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 the School Board based on the evaluation factors set forth in this Request for Proposal.

The 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 the School Board upon delivery to the Charlottesville City Schools Division Administration Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

PROVISIONS REQUIRED BY VIRGINIA LAW

1. NONDISCRIMINATION. Consultant agrees that during the performance of the Agreement:

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

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

C. If the Consultant employs more than five employees, the contractor shall (i) provide annual training on the Consultant's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The Consultant shall include the provisions of subdivisions A, B, and C in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

2. DRUG-FREE WORKPLACE. During the performance of the Agreement Consultant agrees to (i) provide a drug-free workplace for Consultant'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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Consultant that Consultant 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 subConsultant or Consultant.

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

3. RELIGIOUS ORGANIZATIONS. The Charlottesville City School Board does not discriminate against faith-based organizations.

4. AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA. Consultant warrants that it is, and for the duration of the Agreement shall remain, authorized to transact business in the Commonwealth of Virginia and that the identification number issued to it by the Virginia State Corporation Commission is _____.

5. IMMIGRATION LAW. Consultant represents and warrants that it does not, and shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. CERTIFICATION REGARDING FELONS AND SEX OFFENDERS. By entering into the Agreement, Consultant certifies, as required by Section 22.1-296.1 of the Code of Virginia, that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical, or sexual abuse or rape of a child. The Consultant shall promptly report to the School Board any change that would make this certification no longer accurate.

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

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

OTHER REQUIRED PROVISIONS

1. HOLD HARMLESS. Recognizing that the School Board cannot validly enter into a hold harmless provision under Virginia law, any provision in the Agreement requiring the School Board to indemnify or hold harmless Consultant for any act of omission shall not have any effect or be enforceable against the School Board.

2. INDEMNITY. Consultant shall indemnify and hold harmless the School Board, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the School Board with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or Consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by Consultant unless resulting from the gross negligence or willful misconduct of the School Board or its officers, boards, commissions, agents or employees.

3. CHOICE OF LAW AND VENUE. The Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principals of conflicts of laws. Any legal action arising under this Agreement shall be brought in the general district court or the circuit court located in the City of Charlottesville, Virginia.

4. WARRANTIES. All goods and services must be warranted to be Merchantable, fit for usual and ordinary purposes, and to meet usual, ordinary and expected standards.

5. ASSIGNMENT. The Consultant shall not assign this Agreement without the prior written consent of the School Board.

6. TAXES. The School Board is exempt from federal excise tax and from all state and local taxes. Consultant shall not include such taxes in any invoices under this Agreement. Upon request, the School Board will furnish Consultant with tax exemption certificates or the School Board's tax-exempt number.

7. PAYMENT. The School Board will pay any valid invoices within thirty (30) days after the receipt of the invoice or thirty (30) days after the receipt of all goods or services, whichever is later. The School Board shall not be subjected to any interests, late charges, or attorney's fees or other legal costs.

8. SEVERABILITY. If any provision of this Agreement is void or deemed unenforceable for any reason, the unenforceable provision shall be deemed severed from the remaining provisions of this Agreement, which shall otherwise remain in full force.

9. MODIFICATION OF THE CONTRACT. The Agreement shall not be amended, modified, or otherwise changed except by the written consent of Consultant and the School Board given in the same manner and form as the original signing of the Agreement.

10. COMPLIANCE WITH LAWS. The Consultant shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this Agreement. Consultant represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work. If Consultant is a corporation, Consultant further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the Agreement and any extensions.

11. ACCESSIBILITY. The School Board is fully committed to the requirements of the Americans with Disabilities Act ("ADA") and Section 504 of the Rehabilitation Act ("Section 504") which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all School Board programs, activities, and services ("Services"). Consultant is subject to this requirement and agrees that it will operate any Services in a manner that will enable the School Board to meet its obligations under the ADA and Section 504. Consultant further agrees to use all reasonable efforts to meet the needs of an individual requiring accommodations when accessing or using Consultant's Services.

12. STUDENT PRIVACY. By entering into this Agreement, Consultant acknowledges that the School Board is subject to and must comply with the Family Educational Rights and Privacy Act ("FERPA"). Consultant agrees and understands that it may be given access to "educational records" as the term is defined under FERPA. To the extent Consultant is given access to "educational records," Consultant will ensure that those records remain strictly confidential and not be disclosed to third parties, unless specifically authorized by the School Board or the individual student's parent or legal guardian in writing. Moreover, if Consultant is a School Service Provider as defined under Policy JRCA, Consultant acknowledges and agrees that it shall be bound by all requirements set forth under Policy JRCA.

13. INSURANCE. If requested by the School Board, Consultant shall purchase and maintain in force, at its own expense, such insurance as will protect Consultant and Charlottesville City School Board from claims which may arise out of or result from the Consultant's execution of the Agreement, whether such execution be Consultant, its employees, agents, subConsultants, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to

fully protect the Charlottesville City School Board and the general public from any and all claims for injury and damage resulting by any actions on the part of Consultant or its forces as enumerated above.

Consultant shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the Charlottesville City School Board and shall require and show evidence of insurance coverages on behalf of any subconsultants (if applicable).

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

1. Commercial General Liability \$1,000,000 Combined Single Limit per occurrence.
2. Professional Liability (if appropriate) \$1,000,000 occurrence limit, \$2,000,000 aggregate.

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

1. Must reflect that the Commercial General Liability policy names "the Charlottesville City School Board, its officers, employees, and agents" as an additional insured by endorsement to the policy;
2. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the Bedford School Board;
3. Must have an authorized signature;
4. The Certificate Holder should be listed as "Charlottesville City School Board."

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

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

**CERTIFICATION
RFP # 04-21 EXECUTIVE SEARCH FIRM
TO PROVIDE SUPERINTENDENT OF SCHOOLS SEARCH
FOR CHARLOTTESVILLE CITY 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 Charlottesville City Schools, 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 City of Charlottesville or Charlottesville City School Board, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Charlottesville City Schools.

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 CONSULTANTCONSULTANT'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.