

**REQUEST FOR PROPOSAL (RFP)
BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229**

Sealed envelope should be addressed to:

Blue Valley School District
Attention: Jason Gillam
15020 Metcalf, PO Box 23901
Overland Park, Kansas 66223

Date: November 19, 2024
RFP: 25011
For: Superintendent Search Firm

RFP # 25011

RFP Opens on:

Date: December 3, 2024
Time: 2:00 p.m.
Location: Administrative Center
15020 Metcalf, Overland Park

**CONDITIONS UNDER WHICH RFP'S ARE REQUESTED ARE INCLUDED.
PLEASE REVIEW THOROUGHLY.**

The Blue Valley School District (District) is soliciting proposals for experienced and collaborative service providers to submit proposals to work with the District in recruiting a new Superintendent of Schools. The purpose of the RFP is to determine the best fit for providing the requested services while also considering value.

Blue Valley School District reserves the right to reject any or all proposals received if such action is considered to be in the best interest of the District. This request does not obligate the District to pay any cost incurred by vendors related to submission of proposals in response to this RFP.

Any questions regarding RFP specifications or procedures should be directed in writing to: **purchasing@bluevalleyk12.org** by **November 22nd, 2024, 2:00 PM CST**. Questions received by this date will be sent with answers to all known participants the following day. Please keep in mind your questions and our responses will be shared with all known participants.

We are including only one copy of the RFP. Please return all RFP sheets completed. **Do not include sales tax.**

RFP number and name of RFP must appear on the front of the sealed envelope or package.

THIS RFP IS NOT TRANSFERABLE

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RFP CONDITIONS

1. The Board of Education reserves the right to reject any or all RFPs, to accept any item or items in the RFP and to waive any informality in RFPs.
2. Each RFP must be priced.
3. Alternate RFPs, based on group or total awards will be considered.
4. Prices quoted must remain firm for 90 days and upon executing a contract with the awarded service provider would then be bound by the requested term within the RFP document or otherwise agreed to in writing. Prices quoted are to be free of all federal, state and local taxes unless otherwise imposed by a governmental body and applicable to the material on the RFP.
5. The Blue Valley School District is seeking a one year contract. The contract shall be cancelable by the Board of Education by giving the other party 30 days written notice.
6. The proposer represents that the price or prices received for the services provided do not exceed the proposer's current prices for the same or substantially similar services to any other customer, taking into account the quantity and/or service under consideration.
7. Envelopes or packages containing RFPs must be sealed and marked on the lower left-hand corner with the company name and address, the control number, RFP opening date, and quotation opening time.
8. If the service provider refuses or fails to meet schedules mutually agreed upon by both parties, the Board of Education may by written notice, terminate the contract with the awarded RFP.
9. The service provider shall provide the standard patent infringement indemnity clause which shall hold and save the Board of Education and its officers, agents, servants and employees harmless from liability of any patented or non-patented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Board of Education.
10. Contracts entered into on the basis of submitted RFPs are revocable if contrary to law.
11. Kansas State Law prohibits smoking in or on any Blue Valley School District property. Compliance is required.
12. Hold Harmless: The service provider agrees to protect, defend, indemnify and hold the District, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the service provider. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright or application of any thereof or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation, or decree of any court, shall be included in the indemnity thereunder. The service provider further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
13. Tax Exempt: The Blue Valley School District and its agencies are exempt from state and local sales taxes by KSA 79-3606.
14. The service provider shall observe the provisions of the Kansas act against discrimination (K.S.A. 44-1030) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry.
15. Bidder understands that District is subject to the Kansas open records act, K.S.A. 45-215 *et seq.*, as amended, and that any proposals made in response to this RFP may be disclosed as required, in the sole opinion of District, by the act or other applicable law or judicial order. District assumes no responsibility for such disclosure

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and will not be held liable for any damage or injury that may result from any disclosure that may occur. The Bidder agrees to assume and pay for all costs incurred by District, including attorneys' fees, if the Bidder requests District to resist disclosure of material provided to District by the Bidder.

16. Any proposed contract will include the following provisions:

- a. This Contract shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Kansas applicable to contracts made and to be entirely performed therein.
- b. The parties agree that the courts mentioned above are proper venue for resolution of any dispute arising under this Contract. The proposed contract will not include any of the following provisions or any similar provisions:
- c. Any provision which involves shifting of attorney's fees or court costs from one party to another;
- d. Any provision which requires the School District to indemnify or hold the other party harmless from and against liability resulting from the negligent, willful, or intentional acts or omissions of the other party; and
- e. Any provision which requires the School District to release or discharge the other party from liability resulting from the other party's negligent, willful, or intentional acts or omissions.

17. **BLUE VALLEY USD #229 - PAYMENT TERMS:**

Payment can take 30-60 days depending on when goods or services are received, orders are verified and the date the invoice is received in accounts payable.

Invoices received by accounts payable and orders verified by the 15th of the month will be paid/mailed on or near the 15th of the following month. Invoices received and verified on or after the 16th will be paid the second month following on or near the 15th.

I. **DISTRICT OVERVIEW**

Blue Valley School District, located in Overland Park, Kansas—a thriving suburb of Kansas City—has been a cornerstone of the community since its unification in 1965. The district spans 91 square miles in southeastern Johnson County, serving portions of Overland Park, Leawood and Olathe. These cities are frequently recognized for their exceptional quality of life, with Overland Park ranked the top city for families by *Livability*.

Blue Valley Schools serves approximately 22,284 students across five high schools (grades 9-12), nine—soon to be 10—middle schools (grades 6-8), and 22 elementary schools (grades K-5). The district also offers unique learning environments, including the Center for Advanced Professional Studies, Blue Valley Academy, an Early Childhood and conferencing center and several administrative facilities.

Champions of Learning

Blue Valley Schools has a proud tradition of academic excellence, rooted in a community-wide commitment to education. This environment empowers students to thrive as lifelong learners, achieving success through hard work and the unwavering support of dedicated educators, staff and community members.

Excellence in education is the foundation of Blue Valley’s identity. From Pre-K through high school, students consistently excel in academics, supported by innovative programs, outstanding facilities and a collaborative community spirit.

Learn more about our students' achievements by viewing the [Champions of Learning publication](#).

II. **PURPOSE**

Recently, our Superintendent of Schools for the past five years, Dr. Tonya Merrigan announced her retirement on June 30, 2024. Dr. Merrigan has worked in the Blue Valley School District for 26 years in various capacities including high school counselor, assistant principal, principal, director, executive director, assistant superintendent, deputy superintendent and superintendent. The district successfully passed a \$250 million dollar bond in 2026 which includes a new middle school as well as other facility, safety and technology upgrades. She is currently working with senior administrators and the Board of Education to update the Strategic Plan with input from the community. The Strategic Plan will cover 2025-2030.

The Board of Education along with the support of administration looks to identify a search consultant who best demonstrates a strong track record to identify and recruit a Superintendent of Schools that meets our unique needs and environment with outstanding leadership skills and essential characteristics.

III. **SPECIFICIFICATIONS**

The following is intended to illustrate the types of services that will be required of the service provider. It is not intended to eliminate other services that the service provider believes to be necessary and is able to provide. The actual scope of the work will be determined upon selection of the service provider and shall be mutually agreed upon by both parties.

The Consultant shall at a minimum include the following in their proposal:

1. Assist the Board of Education in reviewing and defining the leadership needs by soliciting input from the School Community, administration, staff, key stakeholders and/or patrons as directed by the Board of Education. Proposer to describe tools or practices offered to gather such information.
2. Review the current job description for the position of Superintendent of Schools and recommend revisions subject to Board of Education Approval.
3. Assist the Board of Education in defining the leadership needs of the School District and in establishing selection criteria for a new superintendent.
4. Determine with the Board of Education the number of initial screening candidates and the number of semi-finalists to be interviewed by the Board of Education.
5. Meet with the Board of Education several times throughout the search process and provide written and scheduled progress reports to the Board Designee.
6. Draft the Superintendent search schedule and timeline.
7. Recommend method of advertising including publications, frequency and duration, and coordinate advertising. Advertising costs are not to be included in the proposal price and shall be handled as a pass-through cost without markup. Use of social media should be explained by the consultant in terms of how it will be used during the selection process.
8. Develop application package including requirements, submission and timelines including feedback from the Board of Education.
9. Actively recruit a wide range of qualified candidates. Maintain communication with candidates and respond to certain candidate inquires and information requests.
10. Prescreen and verify submitted application materials for completeness and to ensure that candidates meet all requirements prior to advancing in the process.
11. Verify credentials, check references and conduct background checks of finalists to be advanced to interviews with the Board of Education.
12. Assist Board of Education in establishing a process to narrow down the field. This could include reviewing candidates provided information, developing interview questions, drafting a scoring rubric and facilitating discussions, interviews and candidate communications.
13. Coordinate the scheduling of the Board of Education, candidate interviews, candidate travel, site visits and other necessary activities.
14. Assist the District in managing the preferred candidate offer, negotiation consultation, and development of employment contract.
15. Provide recommendation for an appropriate compensation and benefit package based on market study, subject to Board of Education approval. Board of Education will finalize and negotiate contract for employment.

IV. **TIMELINE (Highlights only)**

Proposer Questions Due:	November 22, 2024, 2:00 PM CST
RFP Opens on:	December 3, 2024 2:00 PM CST
Phase II Finalist Interviews*:	December 11-12, 2024 8 AM – Noon CST (Shortlisted participants)
Estimated Award:	December 13, 2024
Contract Begin Date:	December 13, 2024
New Superintendent Contract to Begin	July 1, 2025

***Note that our date and time is fixed for finalist interviews. Barring an unforeseen event, interviews will take place on December 11th between 7:30 AM -10:30 AM CST or December 12th between 8:00 AM – Noon CST. Each company invited to participate will be given a 45-50 minute window. Our goal is to notify finalists invited for interviews by end of day on December 5th. Invited participants are strongly encouraged to have present during the interview the recruiter that will be assigned to work with the District should the contract be offered.**

V. **INSURANCE REQUIREMENTS FOR THE VENDORS' RFP**

1. A certificate of insurance indicating that required levels of insurance coverages are enforced at the time the proposal is submitted should be included as part of this proposal or at a minimum the proposer should demonstrate the ability to acquire this insurance prior to successful vendors contract execution.
2. Professional Liability Insurance coverage with an annual occurrence and aggregate limit of not less than \$1,000,000.
3. Errors and Omissions Insurance coverage with an annual occurrence and aggregate limit of not less than \$1,000,000.

VI. **PROPOSAL REQUIREMENTS AND FORMAT OF SEALED PROPOSAL**

A. Requirements

1. **Service Provider's Capability:**

- a. **Organization:** State the full name and address of your organization, include the name, address and telephone number of the person in your organization who has primary responsibility for developing this proposal and to whom technical questions may be addressed. Include how many years the business has operated under this name and location.
 - b. **Experience:** Proposals shall include a description of the Service Provider's overall experience in handling projects similar in character or scope to this project. A list of not fewer than seven different references where similar services have been performed in the last two years listing the organization's name, address, telephone number, date of search and Board of Education contact person shall be included within the proposal.
 - c. **Personnel:** Proposals shall identify each member of the consultant's staff who would work on the project and the role they will be performing. Additionally, a resume or short bio stating the background and qualifications of each individual should be attached. Particular attention shall be given to the individual named as the main contact with the Board of Education for our search.
2. **Approach:** Based upon information contained in this Request for Proposal, prospective service providers shall prepare a preliminary work plan identifying milestone tasks they believe to be necessary to accomplish or exceed the specifications of the Blue Valley School District. The plan shall detail in a simple and straightforward manner the step-by-step approach the service provider proposes and the rationale for selecting this particular methodology. Also note specific ways your company plans add value for the District over and above our specifications.
3. **Sample Contract:** Proposal shall include a sample contract that encompasses the scope proposed that meets or exceeds our specifications, references this RFP document and incorporates the terms outlined within the RFP Document unless spelled out as a deviation in section VIII.

B. Format of Sealed Proposal

- 1. The due date for the sealed RFP response December 3rd, 2024 at 2:00 pm CST. **All proposals received after the date and time set for receipt will be REJECTED. Proposals received after the time and date set will not be considered.** The District will not consider or be responsible for errant delivery or late performance by courier service.
- 2. District requires one (1) original, twelve (12) copies of the complete proposal. In addition one electronic copy of the proposal (PDF or MS Word Format) on a CD/DVD or USB thumb drive is required. Sample contract must be in MS Word Format.
- 3. The RFP response may be hand-delivered or must otherwise be received by the District at the address provided on page 1, by the submittal deadline. No fax or emailed proposals will be accepted.
- 4. Responses to the District should be in a sealed box or envelope clearly marked and addressed to the Director of Business Operations (Jason Gillam) for the District, RFP title, RFP number and name of responding company must appear on the front of the sealed envelope or box. If RFP's are not clearly marked, the Proposer has risk of the proposal being misplaced and not properly delivered. The RFP Coordinator is not responsible for identifying proposals submitted that are not properly marked. (15020 Metcalf Ave., Overland Park, KS 66223)
- 5. Original RFP responses shall be signed by an official authorized to legally bind the Proposer. Any issued addendums should also be signed and included with the proposal.

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6. Pricing response must be submitted together in one separate sealed envelope within the main submission document and be clearly labeled "Pricing Response, RFP # 25011". The pricing section should include base and optional pricing information. Pricing amounts should not be included in any other parts of the proposals; however it is acceptable to explain offerings in other areas without including costs. *(1 original and 12 copies – all together in one separate sub envelope.)* This allows the review committee to consider subjective information independent of costs and then we can introduce costs at the appropriate time in our evaluation.

VII. **PRICING RESPONSE**

A. Recruiting Services Fees:

The District is seeking a flat fee for the services proposed except for travel and marketing expenses. The project fee is expected to be a fixed cost and shall be invoiced in three installments based on project milestones to be defined in the contract. The last milestone should be the successful hire of a Superintendent of Schools.

1. Fixed Project fee: \$ _____

B. Recruiter Travel Expense Estimation:

Define the estimated trip expenses for the dedicated Recruiter including number of trips and anticipated number of days to perform the requested/proposed services. Provide the information in a way that can be easily extrapolated if additional or fewer trips or days may be necessary. Applicant travel expenses are expected to be a pass through for mileage, airfare, other ground transportation and/or hotel accommodations. Meal expenses should be handled on a per diem rate.

1. Define Recruiter travel expenses per trip and per day:

2. Recruiter Travel Budget Estimation \$ _____

C. Other Fees:

Please provide a list and definition of other fees if applicable. This would include optional services. All fees must be listed to be considered. If none, state "none".

Note the successful vendor will be expected to make travel arrangements for pre-approved finalist interviews for the Superintendent position. This will include paying for travel expenses and passing through these expenses to the District without markup. No estimate is needed for these expenses as too many variables exist at this time.

VIII. **DEVIATIONS / EXCEPTIONS TO THE RFP REQUIREMENTS, IF ANY:**

IX. **SCORING AND SHORTLISTING**

Evaluation of Proposals. An evaluation committee comprised of the Board of Education and/or their Designees shall evaluate proposals received.

1. Phase I Evaluation and Shortlisting:

All proposals will be evaluated according to the point schedule listed below. Proposals not short-listed will not be further considered.

Section	Section Title	Total Possible Points
Section V	Insurance Requirements	5 Points
Section VI, A1	Service Providers Capability	25 Points
Section VI, A2	Approach	25 Points
Section VI, A3	Sample Contract	5 Points
Section VII, A	Pricing Response – Fixed Project Fee	25 Points
	$\frac{\text{Lowest Proposed Fees}}{\text{Proposer Proposed Fees}} \times \text{Possible Points Available} = \text{Pricing Score (rounded to the nearest hundredth)}$	
Section VII, B,C	Recruiter Travel Est., Other Fees	5 Points
Section VIII	Deviations / Exceptions to the RFP Requirements	5 Points
	Overall Proposal (Organized, complete, professional)	5 Points
	Total Possible Points	100 Points

The District retains the right to end the RFP and base award of the RFP after the Phase I scoring or continuing on to Phase II Finalist Interview. Vendors are encouraged to put their best proposals forward since award can be made after Phase I and if a Phase II shall occur, only the selected finalist(s) will be invited based on Phase I scoring.

2. Phase II Finalist Interview:

The District retains the right to invite one, some, all or none of the RFP Finalists identified in the Phase I Scoring for a formal interview to further clarify any aspect of the proposal. At such time, if determined necessary by the District, further information may be requested in writing and could be considered in the final scoring.

Phase I scores will not carry over to Phase II. Phase II scores will be reset.

	Total Possible Points
Proposal Clarifications	100 Points
Grand Total Possible Points	100 Points

Scoring from Phase I will not be made available until Phase II has been completed or ruled out.

Company

Company Address

Telephone Number

Email Address

Authorized Signature

Date

Fax Number