

RFP:179-2425-255_BOE_TRAINING_FIRM

REQUEST FOR PROPOSALS

FOR

BOARD TRAINING FIRM

DURHAM PUBLIC SCHOOLS

BOARD OF EDUCATION

NORTH CAROLINA

ISSUED: September 13, 2024

PRIORITY DEADLINE FOR RECEIPT OF PROPOSALS: 5pm EST, October 14, 2024

REQUEST FOR PROPOSALS FOR BOARD TRAINING CONSULTANT

INVITATION/PURPOSE: The purpose of this Request for Proposal (“RFP”) is to invite proposals (“Proposals”) for the selection of an individual or firm (“Firm”) to assist the Durham Public Schools Board of Education (“Board”) in governance that supports our mission to embrace, educate, and empower every student to innovate, serve, and lead. To this end, the Board seeks Proposals from experienced and qualified Firms specializing in training public governing boards, commissions, and other bodies on building skills, structures, and systems for strong governance, healthy communication, and related issues.

RFP TIMELINE:

The Board’s anticipated timeline for its selection of a Firm is:

EVENT	RESPONSIBILITY	DATE & TIME
Issue RFP	DPS	Monday, September 16, 2024
Submit Written Questions	Vendor	Monday, September 23, 2024, by 2pm
Provide Response to Questions	DPS	Wednesday, September 25, 2024, by 5PM
Submit Proposals Vendor	Vendor	Tuesday, OCTOBER 15, 2024, BY 1PM
Bid Opening	DPS	Tuesday, OCTOBER 15, 2024 @ 2PM

Deliver OR mail bids to the Durham Public Schools Central Office located at 511 Cleveland Street, Durham, North Carolina 27702 on or before Tuesday, 10/15/24 by 1:00pm.

Questions should be directed to dist.purchasing@dpsnc.net by 9/23/24 by 2pm.

10/24/2024: Recommendation by the Board of preferred Firm or vote by Board on preferred Firm or Firm finalists at Board Meeting. If the Board selects finalists, they will be invited to an interview with the Board at a Special Board Meeting the week of October 28, 2024. If the Board selects preferred Firm, award will be subject to successful negotiation thereafter of final contract and execution by Firm and Board.

11/7/2024: Selection/Award of Firm by Board (subject to successful negotiation thereafter of final contract and execution by Firm and Board) at Board Meeting with the selected Firm if finalists interviewed.

PLEASE NOTE: The Board reserves the right, in its sole and absolute discretion, to make modifications to the RFP timeline set forth above as it determines to be in its best interest.

I. SCOPE OF SERVICES

Under the direction of the Board, the Firm shall fulfill the following **Scope of Services:**

1. Provide training on strong governance including the discussion of governance frameworks for consideration by the Board;

2. Provide facilitation and consultation for the Board on the establishment of communication norms that result in the most effective governance;
3. Provide these services with the full Board, groups of Board members, and individual Board members, as deemed necessary to achieve the best outcomes; and

4. Provide access to future follow-up and clarification on training points by individual Board members or groups of Board members.

II. REQUIRED CONTENTS OF PROPOSALS

Each Proposal shall contain, at a minimum, the following information. Firms may use a format of their choosing, including information the Firm deems responsive and relevant to the RFP. Any Proposal not containing information the Board deems relevant and responsive may be eliminated from further consideration. Proposals should be submitted electronically in pdf format.

A. Firm Profile

1. A description of Firm history and philosophy,
2. Qualifications and experience of staff and the Firm relevant to this scope of services;
3. Identify key attributes that make Firm the most qualified to conduct these services;
4. Provide a statement on your Firm's commitment to diversity, equity, and inclusion;
5. Identify key personnel to be assigned to this matter, including resumes;
6. Provide a list of relevant trainings for public governing boards, commissions, and other bodies conducted by Firm within the last five (5) years, including the specific type of training;
7. Provide a list of references and contact information and at least three (3) letters of reference from public governing boards, commissions, and other bodies for whom you have provided similar services in the last five (5) years, including any in North Carolina;
8. State whether any public governing board, commission or other body has in the past five (5) years terminated your services prior to the completion of your services. If so, please state the name of the entity that terminated your services and the reason for such termination;
9. Are there any current legal claims pending against your Firm? Have there been any legal claims filed against your Firm in the past 10 years? Has full or partial payment been withheld from your Firm by a client within the last 10 years? If yes to any of these, provide details;
10. What is your Firm's familiarity with the North Carolina open meetings and public records laws, and the application of these laws to the services you provide?
11. Has your Firm, its owners, and/or any member of your professional staff been involved in any complaint or litigation regarding professional misconduct, discrimination, or sexual or other unlawful harassment within the last ten (10) years? If yes, provide details.

B. Proposed Training Methodology

Provide the methodology your Firm uses to train public bodies on developing effective governance practices, healthy communication, navigating conflict, and related topics. The narrative should address all key training activities:

1. What is your proposed timeline for training/consultation?
2. How would you communicate and work effectively with a seven-member elected Board?
3. How are your training/consultation sessions structured?
4. What are your proposed outcomes?

C. Describe the Anticipated Fee Structure

1. Detail your Firm's fee structure proposed for these services. Include the manner that fees and expenses would be calculated and charged to the Board;
2. Describe the manner in which additional services requested by the Board would be charged;
3. Provide an estimate, based upon your Firm's proposed fee structure and proposal, for the total cost to the Board. This amount is an estimate only and will not be considered a bid or guarantee of the amount to be paid by the Board. The amount to be charged will be subject to completed negotiations between the Board and the selected Firm and a signed contract; and
4. Describe the use of in person, virtual, telephone and electronic communication and charges for travel and lodging.

III. PROPOSAL SUBMISSION FORMAT AND INSTRUCTIONS

1. Proposals are due on or before October 14, 2024 (the "Due Date") at 5:00 pm EST;
2. Proposals shall be emailed to DPSNCBoardTraining2024@dpsnc.net.
3. The email shall be titled "PROPOSAL ENCLOSED: Durham Public Schools RFP for Board Training Firm Consultant" and the email shall include the Firm's name, address, and telephone number.
4. The Board intends to communicate with Firms via email and by phone until a firm is selected.
5. Each Firm by submitting its Proposal releases the Board from any and all claims arising out of, and related to, this RFP process and selection of a Firm.
6. A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
7. Neither the issuance of this RFP, nor the receipt and evaluation of any Proposal, commits the Board to enter into any contract with a Firm. This is a Request For Proposals only. Proposals will be treated as offers to enter into a contract with the Board.
8. Proposals shall not include any proprietary or confidential information. Proposals shall be public records in accordance with North Carolina's Public Records Law.

IV. REVIEW BY THE BOARD AND DETERMINATION OF FINALISTS

The Board will evaluate each applicant's qualifications, experience, resources, and references based on the Proposals submitted and any other information that the Board may independently develop.

EVALUATION CRITERIA: The Board will consider the following criteria, plus such other criteria as it deems relevant, to make determination of finalists.

1. Relevant qualifications of the Firm's personnel based on education and experience;
2. Compliance with the requirements of this RFP and quality of responses;
3. Experience and reputation of the Firm and personnel in the performance of similar services;
4. The track record of the Firm in successful training of public governing boards, commissions, and other public bodies;
5. Availability of Firm resources to meet the schedule and training requirements;
6. Information supplied by references as well as information learned from persons not listed as references;
7. Fee structure and cost estimates for services and expenses, taking into consideration that pricing is not necessarily reflective of the overall value to the Board nor will the Proposal containing the lowest price necessarily serve the best interests of the Board to select a qualified and responsible Firm; and
8. Any other criteria deemed relevant by the Board.

If any provisions of this RFP shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

In order to maintain the highest ethical standards, after the issuance date of this RFP and prior to the deadline for submission of Proposals, Firm representatives are not permitted to communicate about the subject of this RFP or a Firm's Proposal with the Durham Public Schools, the Board of Education, or any individual member, administrators, faculty, staff, or employees. Notwithstanding the above, any questions should be directed to Dr. Tanya Giovanni, tanya.giovanni@dpsnc.net.

V. GENERAL REQUIREMENTS

The following terms and conditions will be part of any contract between the Board and the selected Firm. Any exceptions to the terms and conditions contained in this RFP, or any other special considerations or conditions requested or required by the Firm relative to this RFP shall be expressly/specifically enumerated by the Firm and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Firm's opinion are not applicable to, the Firm, provided however, that exceptions or special conditions of the Firm will not be binding upon the Board unless those exceptions or special conditions are expressly accepted by the Board, and incorporated into the final contract. By submitting a Proposal, the Firm agrees that any contract between the parties shall contain, but not be limited to, the following general provisions:

1. *Professionalism:* Firm shall provide qualified staff to the satisfaction of the Board who shall perform their services in a highly professional and timely manner in accordance with the requirements of the agreed upon services schedule and with all applicable state and federal laws and regulations.
2. *Invoicing:* Invoices will itemize charges and will provide reasonable detail of the services that were performed. No separate charges shall be made to the Board for routine expenses such as travel in Durham County, North Carolina, cellular phone charges, photocopying charges, computer usage, equipment rental or postage. The Board shall pay all undisputed amounts within forty-five (45) days of the receipt of said invoice. Any disputed amounts will be communicated to Firm by the Board in writing and payment of such disputed amounts shall be withheld until resolved to the satisfaction of the Board. The Board will not be assessed any penalty or interest for delayed payment of disputed amounts if not resolved by Firm as set forth above.
3. *Termination:* The Board shall have the right to terminate the contract, without penalty, with Firm at any time and for any reason with seven (7) days' written notice. In that event, Firm will be paid only for services rendered, and out of pocket expenses incurred, and approved in advance by the Board, through the termination date. In such event, a detailed (time and money) itemized final statement of work performed by Firm up through the date of termination by the Board shall be provided by the Firm.
4. *Indemnification:* Firm shall fully indemnify, defend and hold harmless the Board, the members of its Board (in their individual and official capacities), and the School District, from any and all loss, damages, claims for damages and/or judgments for personal injuries, including death, to any person, costs or expenses in law or equity arising out of or in any way resulting from or arising out of the provision of its services under the contract. This provision shall survive the expiration or earlier termination of the contract and shall not be limited by the Firm's insurance coverage. The parties agree that this indemnification clause is an "evidence of indebtedness" for purposes of N. C. Gen. Stat. § 6-21.2.
5. *Civil Rights:* Firm agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88352) and all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance from the department; and hereby gives assurance that all measures necessary to immediately effectuate this contract will be taken. Firm further agrees to comply with all other applicable requirements of federal, state and local laws, ordinances and regulations regarding nondiscrimination in employment.
6. *Insurance Requirements:* Firm agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, with \$2,000,000 General Aggregate. Firm shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this contract. The Board shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Firm to the Board and shall contain an endorsement to provide the Board at least 10 days' written notice of any intent to cancel or terminate by either

Firm or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of the contract.

7. *Force Majeure*: The parties shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner if: (1) nonperformance is due to extraordinary weather (not including any weather condition which is not severe enough to warrant the closing of Board schools), fire, strike, loss of transportation facilities, lockout, unavailability or commandeering of materials, products, plants or facilities by the Government or rationing or limitation of use of materials or products; and (2) non-performance is not due, in whole or in part, to the fault or neglect of the party not performing.

8. *Lunsford Act*: Firm also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Firm shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, subcontractors and independent contractors ("Contractual Personnel") who will engage in any service on or delivery of goods to Board property. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Firm's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Firm shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its Contractual Personnel providing services or delivering goods under this contract prior to the commencement of such services or the delivery of such goods. Firm shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Firm's execution of the contract and prior to performing any services on Board property. In addition, Firm agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual Personnel are used to deliver goods or provide services pursuant to this contract. Firm further agrees to conduct annual registry checks of all Contractual Personnel and provide annual certifications at each anniversary date of this contract. Firm shall not assign any individual to deliver goods or provide services pursuant to this contract if said individual appears on any of the listed registries. Firm agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each Contractual Personnel, and agrees to provide such records and documents to the Board upon request. Firm specifically acknowledges that the Board retains the right to audit these records to ensure compliance with this section at any time in the Board's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the contract.

9. *Criminal Background Checks*: Firm shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this contract on Board property. The criminal background checks shall be conducted after the execution of the contract and prior to performing any services on Board property. Firm shall provide the results of said checks to Board within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the contract if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse,

or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of the Board and the School District's students, personnel, or property. In addition, Firm shall obtain all authorizations necessary for the Board to conduct additional criminal record and background checks at its sole expense at any time during the term of this contract. If the Board chooses to exercise this right, Firm shall, within five (5) business days of the Board's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the contract, along with any other information reasonably requested by the Board for purposes of performing criminal record and background checks. Without modifying or waiving any of Firm's obligations under this provision, Board reserves the right to prohibit any Contractual Personnel from providing services under this contract if the Board determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of the Board and the School District's students, school personnel, or others.

10. *Anti-Nepotism:* Unless disclosed to the Board in writing prior to the Board's approval and execution of the contract, Firm warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors or trustees, and none of its employees who will directly provide services under this contract, are immediate family members of any member of the Durham Public Schools Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Firm become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this contract, Firm shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless disclosed prior to the execution of the contract or formally waived by the Board at a Board meeting, the existence of a family relationship covered by this contract is grounds for immediate termination by the Board without further financial liability to Firm.

11. *Applicable School Board of Education Policies:* Firm acknowledges that the Durham Public Schools Board of Education has adopted policies governing conduct on Board property and agrees to abide by any and all relevant Board policies while on Board property. The Firm acknowledges that Board's policies are available on the Board's website.
