



PHILANDER SMITH UNIVERSITY

Request for Proposal

Presidential Search Consulting Firm

Date of Issue: March 20, 2024

Direct all inquiries concerning this RFP to:

LaTonya Hayes

Interim CFO

Email: lhayes@philander.edu

Phone: (501) 370-5341

REQUEST FOR PROPOSAL (RFP) Philander Smith University

Refer <u>ALL</u> Inquiries regarding this RFP to: <i>LaTonya Hayes</i> lhayes@philander.edu (501) 370-5341	Request for Proposal #: 2024-0208
	PROPOSALS MUST BE RECEIVED BY: March 29, 2024 03:00 PM
Issue Date: March 20, 2024	Title: Consultant Services for Presidential Search

EXECUTION

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation.
2. Proposals for competitive negotiation shall not be subject to public inspection.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of Arkansas.
5. The University reserves the right to request proposal amendments or modifications after the proposal receiving date.

NOTICE

Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with Philander Smith University and is not in violation of any prohibited conflict of interest, and that I have fully informed myself regarding the accuracy of the statement made above.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

NAME OF COMPANY:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE		
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Table of Contents

		Page
1.0	Definitions	4
2.0	General Overview	5
2.1	Intent and Scope	5
2.2	University Information	5
3.0	Proposal Requirements	7
3.1	Key Event Dates	7
3.2	Offeror Communication	7
3.3	Pre-Proposal Conference	8
3.4	Offeror Presentations	8
3.5	Preparation of Offers	8
3.6	Proposed Deviations from the Request for Proposal	8
3.7	Proposal Submission and Deadline	8
3.8	Addenda	8
3.9	Restrictions on Communication with University Staff	9
3.10	Alternate Proposals	9
3.11	Questions	9
4.0	Proposal Format and Content	9
4.1	Proposal Information and Criteria	9
4.2	Signed Authentication of Proposal	9
4.3	Transmittal Letter	10
4.4	Executive Summary and Proposal Overview	10
4.5	Criteria 1 – Offeror Qualifications	10
4.6	Criteria 2 – Mandatory Services Defined	10
4.7	Criteria 3 – Financial Proposal	10
4.8	Criteria 4 – Evidence of Success Performance	10
4.9	Criteria 5 – Other Additional Information	10
5.0	Special Conditions	11
5.1	Contract Term	11
5.2	Acceptance or Rejection and Award of Proposal	11
5.3	Entire Agreement	11
5.4	Termination for Convenience	11
5.5	Termination for Non-Performance	11
5.6	Assignment	12
5.7	Permits, Licenses, Taxes and State Registration	12
5.8	Indemnification	12
5.9	Insurance	12
5.10	Method of Award	13
5.11	Additions, Deletions or Contract Changes	15
6.0	Scope of Services	16
6.1	General	16
6.2	Tasks/Deliverables	16

1.0 DEFINITIONS

The term "addenda" means written or electronic instructions issued by Philander Smith University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The terms "offer" or "proposal" means the Offeror(s) response to this Request for Proposal.

The term "Offeror" means the entity or Contractor group submitting a proposal.

The term "Contractor" means the entity receiving a contract award.

The term "Responsible Offeror" means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means Philander Smith University.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The Philander Smith University Board of Trustees (PSU Trustees) seeks to contract with a qualified consultant firm (Contractor) to facilitate the search for a new President.

Philander Smith University has had an Interim President, Dr. Cynthia Bond Hopson, since July 1, 2023. PSU Trustees determined it is in the best interest of Philander Smith University (PSU) to contract with a qualified consultant to execute the university's search for a new PSU President.

The Contractor must be effective in recruiting candidates for a presidential position for colleges or universities with a preference for, and experience with, Historically Black Colleges and Universities (HBCUs). The successful firm will serve as a liaison between the Board of Trustees, the University's Search Committee, and the candidates.

The selected Contractor shall provide assistance, support, guidance, and direction to the PSU Trustees in several aspects of the PSU Trustees' national search for a President, including but not limited to, working with the Search Committee to recruit candidates, reviewing applications, assisting in the recommendation of the final candidates for the Search Committee to interview, and conducting background checks on the final candidates.

The scope of services is further defined in Section 6.0.

2.2 University Information

Founded in 1877, Philander Smith University is one of the oldest private, historically Black institutions of higher learning in Arkansas. A four-year liberal arts University, the institution is affiliated with the United Methodist Church and is the only United Negro University Fund member school in the state. Philander Smith University is accredited by the Higher Learning Commission of NCA.

The University has a rich legacy of providing an educational experience that embraces academic excellence, builds self-esteem, cultivates critical thinking skills, and prepares students to be future leaders and advocates for social justice.

Fast Facts

- Location – Little Rock, Arkansas
- Students – 800 students
- Full-time Faculty - 50
- Full-time Staff – approximately 150
- Student-to-Faculty Ratio - 12:1
- Average Class Size - 10

3.0 **PROPOSAL REQUIREMENTS**

3.1 **Key Event Dates**

The table below shows the *intended* schedule for this RFP. PSU will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue Presidential Search Consultant RFP	PSU	March 20, 2024
Submit Written Questions	Contractor	March 22, 2024
Mobilize Search Committee	PSU	Week of March 25th
Provide Response to Questions	PSU	March 26, 2024
Submit Proposals	Contractor	March 29, 2024 at 3:00 PM
Virtual Listening Sessions – Day 1	PSU	April 1, 2024: 6:00 PM – Board 7:00 PM – Alumni 8:00 PM – Students
Virtual Listening Sessions – Day 2	PSU	April 2, 2024: 9:00 AM – Administration 10:00 AM – Staff 11:00 AM – Faculty 12:00 PM – Community
Contractor Presentation, if requested	Contractor	TBD
Contract Award	PSU	April 8, 2024
Candidate Recruitment	Both	April 2024
Application Deadline/Search consultant reviews, candidate rankings, and selects semi-final candidates for preliminary interviews	Both	April 2024
Search Committee interviews semi-final candidates and recommends top 4 candidates to the Board of consideration	Both	May 2024
The Board interviews the final candidates and selects a new President	Board	May/June 2024
The Board proposes contract offer and transition timeline; contract is finalized	Board	July 2024
New President start date		August 1, 2024
New President Welcome Reception		September 2024

3.2 **Offeror Communication**

To ensure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this RFP is requested to provide the following information to the University. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact

- E-mail address of primary contact
- Additional contact persons with same information as provided for the primary contact

This information shall be transmitted via mail, fax or e-mail to:
LaTonya Hayes, Interim Vice President for Fiscal Affairs
Philander Smith University
900 Daisy Bates Drive
Little Rock, Arkansas 72202
Phone: 501-370-5341
E-mail: lhayes@philander.edu

3.3 Pre-Proposal Conference

3.4 Offeror Presentations

All Offerors whose proposals are judged acceptable for award may be required to make an Offeror presentation to the evaluation committee and/or the Board of Trustees.

3.5 Preparation of Offers

Offeror is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.

3.6 Proposed Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined in Transmittal Letter. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide one electronic copy of the proposal prior to 3:00 P.M. on the specified due date. The proposal shall be emailed to the University Representative listed in Section 3.2. The Offeror may ask for return email confirmation of receipt of the proposal from the University.

Note: Proposals received after the closing date and time may not be considered.

3.8 Addenda

Any addenda or instructions issued by the University prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.9 Restrictions on Communications with University Staff

From the date of issuance of this RFP until a Contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff, or members of the Board of Trustees except:

- The Chairman of the Board of Trustees; The University Representative, the VPFA of the University, or others authorized in writing by the Chairman of the Board of Trustees and
- University representatives during Offeror presentations.

If violation of this provision occurs, the University reserves the right to reject the Offeror's proposal.

3.10 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.11 Questions

All questions should be submitted by e-mail to the VPFA listed in Section 3.2 no later than dated listed in Section 3.1.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offerors use the same numbers as are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form.
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 – Mandatory Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the University. The signer shall further certify that the proposal is made without

collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- a) A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.
- b) A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- d) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception. **Note: Offerors shall not submit Offeror's standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal. In four pages or less, include an overview to the proposal, which includes the following:

- 4.4.1 Offeror's Experience and Brief History
- 4.4.2 Information related to the company's true name; corporate officers; national, regional and local offices.
- 4.4.3 Information related to the Offeror's experience.
- 4.4.4 Information related to Offeror's size and financial stability
- 4.4.5 Brief synopsis of the proposal and Offeror's ability to meet the requirements of the RFP.

4.5 Criteria 1 - Offeror Qualifications

In its Proposal, Offeror shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to PSU. Contractor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person

4.6 Criteria 2 – Mandatory Services Defined

The Offeror should list the services covered by this response. All mandatory services listed in Section 6.1 must be included in this list for the Offeror's response to be considered.

4.7 Criteria 3 – Financial Proposal

Describe any and all compensation and any and all fees and expenses that would be paid to your firm in connection with this search along with the terms of payment. Cost should be itemized by category.

The Cost Proposal shall contain a breakdown of anticipated costs and expenses. The following breakdown is for example only.

- 1) Consultant Services:
 - a) Lead Consultant
 - b) Associates
- 2) Travel and Subsistence Expenses
 - a) Airfare
 - b) Mileage
 - c) Meals
 - d) Lodging
- 3) 3rd Party Sub-contracts Cost (if any)
- 4) Printing (if any)
- 5) Overhead/Indirect Cost:
 - a) Phone
 - b) Postage
 - c) Advertising
 - d) Other

TOTAL COST: A total not to exceed cost representing the maximum amount for all work to be performed, including travel costs and expenses, must be clearly indicated under this heading. Additional reimbursements will NOT be made."

4.8 Criteria 4- Evidence of Successful Performance

1. Experience: Indicate the Offeror's experience with:

Please list any colleges and universities for which your Firm has performed similar services within the past three years.

2. References: Offeror shall supply names, street and e-mail addresses, and telephone numbers of three University references for whom similar work has been accomplished and briefly describe the type of service provided. By submission of a Proposal, Offeror grants permission to the University to contact the references.

4.9 Criteria 5-Other Additional Information

Please provide any additional information that the Offeror feels should be considered when evaluating their proposal. The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.

5.0 Special Conditions

5.1 Contract Term

The Contract shall have an initial term of six (6) months beginning on the date the Contract is executed by the PSU Trustees (the "Effective Date") and ending on the date that the contract with the selected candidate is signed. The Contractor shall begin work under the Contract within seven (7) business days of the Effective Date.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

5.2 Acceptance or Rejection and Award Proposal

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

5.3 Entire Agreement

The Request for Proposal (RFP) shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Offeror's response accepted by the University shall be the entire agreement between the parties.

5.4 Termination for Convenience

Philander Smith University reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

5.5 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor there under. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor

might during that sixty (60) days period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

5.6 Assignment

The Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

5.7 Permits, Licenses, Taxes and Commonwealth Registration

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

The Contractor must furnish certification of authority to conduct business in Arkansas as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP.

The Contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including, but not limited to old age pension, social security or annuities.

5.8 Indemnification

The Contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's response to this Request for Proposal or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

5.9 Method of Award

It is the intent of the University to award a contract to the qualified Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered. Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document.

5.10 Proposal Evaluation Process and Criteria

Only responsive submissions will be evaluated.

PSU will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Contractors are cautioned that this is a request for offers, not an offer or request to contract, and PSU reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of PSU.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Contractor will be opened publicly and the name of the Contractor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Contractor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Contractors for clarification or to amplify the materials presented in any part of the proposal. Contractors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

Upon completion of the evaluation process, PSU will make award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Contractor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to PSU.

PSU reserves the right to negotiate with one or more Contractors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement and submit a best and final offer (BAFO), based on discussions and negotiations with PSU, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Evaluation Criteria

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to PSU:

The Philander Smith University Board of Trustees will act as a proposal evaluation team. This team will be responsible for evaluating proposals with regard to compliance with RFP requirements. One person or a delegate assigned by the PSU Board of Trustees will be responsible for taking notes for the team. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- Each proposal will be evaluated on the basis of the categories included in the Proposals Requirements section. A point score has been established for the categories listed below.
- Based on the results of this evaluation the qualifying proposal determined to be the most advantageous to PSU, taking into account all of the evaluation factors, may be selected by PSU for further action, such as Contractor presentations. If, PSU decides that no proposal is sufficiently advantageous to PSU, PSU may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract

with that offeror, PSU may begin contract preparation with the next qualified offeror or determine that no such alternate proposal exists.

Proposals will be evaluated based upon the proven ability of the Offeror to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100). If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal or State laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

SUMMARY OF EVALUATION CRITERIA:

<u>Criteria</u>	<u>Points</u>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Financial Statement	Pass/Fail
3. Contractor Experience	40
4. Project Organization	20
5. Technical Approach	20
6. Cost Proposal	20
TOTAL	100

All proposals will be evaluated using the following approach.

Step 1

In this step, proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be evaluated based on Criteria 2 to ensure that each of the factors delineated in Section 4.3 for Financial Stability have been met. Any proposals not meeting all of the factors delineated in Section 4.3 for Financial Stability will be disqualified.

Step 3

The proposals that meet the Mandatory Requirements and meet the Financial Stability requirements delineated in Section 4.3 will be scored based on Criteria 3-6. This scoring will have a maximum possible score of 100.

Step 3 may include one or more rounds of proposal discussions focused on cost and other proposal elements.

Step 4

This step shall include Contractor Presentations from the Contractors chosen by the Committee.

If PSU conducts a Best and Final Offer (BAFO) round, respondents' scores will be recomputed.

AWARD DETERMINATION

The contract award shall be on an all-or-none basis. The contract award shall result in one Contractor providing the consultant services to fulfill the requirements of the RFP.

5.11 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this Request for Proposal. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Vice President for Fiscal Affairs, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.0 Scope of Services

6.1 General

The Philander Smith University Board of Trustees (PSU Trustees) seeks to contract with a qualified consultant to search for a new President.

The selected Contractor shall provide assistance, support, guidance, and direction to the PSU Trustees in several aspects of the PSU Trustees' national search for a President, including but not limited to, working with the Search Committee to recruit candidates, reviewing applications, assisting in the recommendation of the final candidates for the Search Committee to interview, and conducting background checks on the final candidates.

6.2 Tasks and Deliverables

The successful Contractor shall use the nationally published necessary qualifications for a new PSU President to request applications from qualified candidates; review and summarize the applications received; recommend a narrowed set of applications to the Search Committee for consideration for interviews; aid in scheduling and conducting the candidate interviews.

The Contractor shall work with the search committee to provide a schedule with key benchmark dates, including but not limited to, identification of position requirements, dates for ad placements, closing date for receipt of applications, date for submission of candidates to the Search Committee, and dates for interviews.

- a) Assist in the review of the qualifications, candidate assessment and performance standards.
- b) Development of key competency areas for evaluating candidates; development, design, review and finalization or competency evaluation tool with scoring system.
- c) Development and design of interview questions for potential virtual interviews, off-campus interviews, and on-campus interviews, with a response scoring system for all questions.
- d) Seeking qualified applicants after the position is advertised nationally by the Search Committee.
- e) Active national outreach and recruitment of interested individuals having superior qualifications and meeting all requirements as set forth in the position profile and description.
- f) Receive, at a place other than Philander Smith University, all applications. Shall provide all applications in an electronic and paper format.
- g) Assist with the initial screening of candidates for the position, based upon agreed upon criteria.
- h) Evaluation with the University Search Committee and recommendation of candidates for additional consideration.
- i) Review of candidates' applications, curriculum vitae, and résumés; verification of credentials; performance of behavioral assessments evaluation, reference checks, and background check
- j) Review applications and prepare a one-page summary of all applicants describing the strengths and weakness of each applicant. Submit the summaries to the search committee. The Search Committee reserves the right to review all applications.
- k) Development and finalization of a process with the Board of Trustees and University Search Committee for interviews and coordination of candidate participation in interviews, including logistics (i.e., travel arrangements, etc.) and coordination and management of any telephonic or web-based interviews, off campus interviews, and on-campus interviews.
- l) Provide administrative and clerical support to the University Search Committee and the Board of Trustees for the entire search process and related activities.
- m) Communication with all candidates acknowledging their application or nomination and informing them of their ongoing, as well as their final, status in the search.
- n) Assist with the evaluation and identification of strengths and areas of growth for each finalist.
- o) Assist in the narrowing of candidates to up to three finalists which will be interviewed in-person.

- p) Conduct extensive background and reference checks on each finalist to include reference checks of individuals provided by the finalists as well as additional persons found through the consultants' research.
- q) Provide or arrange for evaluation of finalist's creditworthiness and criminal history.
- r) Management of the search process in a manner consistent with the requirements of all applicable state and federal laws, which to the extent possible and permitted under applicable law, preserves the confidentiality of all interested prospects and candidates throughout the search process up to selection as a finalist for an on-campus interview.

Other services, not directly related to the above list, should also be described in detail.

During the development of the position profile, the search firm shall evaluate feedback obtained from University and community stakeholders regarding requirements and the desired characteristics and qualifications for PSU's next leader. This feedback which will be collected via survey will be provided to the selected search firm. This survey will be conducted by the Philander Smith University Board of Trustees

ATTACHMENT A: NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

Between

PHILANDER SMITH UNIVERSITY (PSU)

And

(Consultant)

THIS NON-DISCLOSURE AGREEMENT (Agreement) is made between PHILANDER SMITH UNIVERSITY (PSU) and _____ (Consultant), a (insert State) company, located at (insert street address, city, state and zip code). To facilitate certain discussions and analyses related to the search for a new President of Philander Smith University between the Philander Smith University Board of Trustees (PSU Trustees), PSU staff and Consultant (Search), certain information, including but not limited to candidate names, addresses, social security numbers, income, experience, credit history and other background information, (Information), will be disclosed to or collected by Consultant, orally and in writing, from PSU and candidates for the position, either directly or from third parties selected by Consultant. All Information of any kind disclosed to Consultant regarding the Search shall be considered confidential until Philander Smith University releases the identity of the chosen candidate to the public (Release Date), regardless of whether it is marked or designated as such, and shall only be used and disclosed as provided in this Agreement. After such date, the Information is confidential only to the extent allowed under the Freedom of Information Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, agree as follows:

- 1) Consultant agrees to hold any Information furnished it relating to the Search in the same manner that it holds its own confidential information, to keep the Information secret and treat it confidentially and, except as otherwise provided in this Agreement, to not permit any other person or entity to, directly or indirectly, appropriate, divulge, disclose or otherwise disseminate to any other person or entity nor use in any manner for Consultant's or any other person's or entity's purposes or benefit any Information furnished to it.
- 2) Consultant shall restrict its disclosure of any Information relating to the Search to those employees of Consultant with a need to know such information in order to perform services specifically requested by PSU related to facilitating the discussions and analyses related to the Search; provided that all such employees shall be notified of the confidential nature of such Information and shall agree in writing to treat the Information in accordance with the requirements of this Agreement.
- 3) To prevent premature or unauthorized disclosure of any Information relating to the Search, the following are the ONLY personnel for each party to whom the other party shall release any Information, no matter how inconsequential.

For PSU:

Board of Trustee Chair, Dr. Terry L. Esper

For Consultant:

_____, currently _____
 (Title) (Name)

_____, currently _____
 (Title) (Name)

- 4) All press releases shall originate from the PSU Marketing office after copy approval for accuracy by Consultant and PSU.
- 5) The obligation, imposed upon Consultant herein shall apply to Information relating to the Search regardless of source until the Release Date.
- 6) All Information relating to the Search furnished to Consultant shall be deemed to be loaned to the Consultant for use solely in connection with facilitating the discussions and analyses related to the Search and shall, upon the written request PSU, either be returned to PSU or destroyed by Consultant. In connection with any such request, Consultant shall confirm in writing to PSU that it has destroyed or returned all copies of the Information then in its possession.
- 7) Neither the furnishing of Information to Consultant nor the performance of any other obligations hereunder shall obligate either party to (a) enter into any further agreement or negotiation with the other party related to the Search or otherwise, or (b) refrain from entering into an agreement or negotiation with any other person or entity.
- 8) Consultant acknowledges and agrees that a breach or violation of the covenants contained in this Agreement may have an irreparable, material and adverse effect upon PSU and that damages arising from any such breach or violation may be difficult to ascertain. Without limiting any other remedy at law or in equity available to PSU, in the event of a breach of the covenants contained in this Agreement, MCC shall have the right to an immediate injunction enjoining Consultant's breach or violation of such covenant or covenants, without the need to post any security or bond. At PSU' sole discretion, PSU may terminate all other agreements with Consultant at Consultant's breach or violation of this Agreement, and, if terminated, Consultant shall return all Information to PSU within one business day of written notice of termination. Every right and remedy of PSU shall be cumulative and PSU, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.
- 9) This Agreement shall be governed by, and construed in accordance with, the internal laws (as opposed to conflicts of law provisions) of the State of Arkansas. Consultant agrees that any claim or suit between the parties relating to or arising under or in connection with this Agreement may only be brought in and decided by the State courts located in Arkansas, such courts being a proper forum in which to adjudicate such claim or suit, and Consultant hereby waives any objection to each such venue and waives any claim that such claim or suit has been brought in an inconvenient forum.
- 10) This Agreement shall not be modified or amended except by a written document executed by both parties.
- 11) A waiver by any party of any failure by the other party to keep or perform any provision, covenant or condition of this Agreement shall he deemed to be a waiver of any preceding or succeeding breach of the same, or of any other provision, covenant or condition.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below written and becomes effective the date of last signature.

PHILANDER SMITH UNIVERSITY

CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____