



REQUEST FOR PROPOSAL

RFP #	19-1003
RFP Issued	January 29, 2020
Title	Executive Search Firm for Dean, School of Law
Questions/Clarifications	Friday January 31, 2020
Bid Due Date	Friday February 7, 2020
Contract Award	Week of March 2
Term	1 Year

Dates are subject to change. All changes will be reflected in Addendum to the RFP which will be posted on the Procurement Services webpage.

RFP Issued by

USD Procurement Services
5998 Alcalá Park – PS 116
San Diego, CA 92110
Tel: (619) 260-4782
<https://www.sandiego.edu/procurement/>
Procurement Contact: Theresa Harris
Email: theresaharris@sandiego.edu

SECTION I – INFORMATION FOR VENDORS

- 1.1 **PURPOSE:** The University of San Diego (USD) invites proposals from reputable Executive Search Firms and consultants to assist in the recruiting and hiring for a position in the School of Law.

Currently, there is a need for a Dean at the School of Law on the USD campus in San Diego. The position carries a nationally competitive salary commensurate with experience and qualifications. The Dean serves as the chief academic and administrative officer of the School of Law, and is responsible for the vision and leadership of the School.

Areas of responsibility include:

- Aligning the School of Law’s strategic plan to meet the broader objectives of the University’s strategic plan;
- Continuously improving student outcomes including bar passage rates, job placement, and other quantitative and qualitative measures
- Advancing the School’s commitment to social justice, access to justice, and education, scholarship and service to fashion a more humane world;
- Enhancing students ability to learn to practice law through legal clinics, advocacy programs, and externships;
- Expanding relationships between the School of Law and the other University schools/college programs;
- Continuing advances in its programs through the recruitment of high caliber faculty/staff;
- Forging collaborative partnerships with the external legal community

Upon a successful search for Dean, and upon mutual agreement of both parties, any resulting contract from this Request for Proposal may be renewed to include a search for additional positions throughout the university. However, it will not create an obligation, commitment, or guarantee by either party for future searches.

- 1.1.2 **INTENT:** Based on this RFP, USD intends to award a single contract to the responsible Vendor whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered. USD reserves the right to issue multiple contracts or to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the University to be in its best interest.
- 1.1.3 **TERMS:** USD’s standard Terms & Conditions (see attachment marked Terms & Conditions) will apply to all contracts or purchase order. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

The University of San Diego (USD) is a private Catholic institution of higher education, located on over 180 acres overlooking San Diego's Mission Bay. Chartered in 1949, USD enrolls just over 8900 students who may choose from more than 70 undergraduate and graduate degree programs. The student population has approximately 5,774 undergraduate, 2,138 graduate and approximately 993 law students.

The USD campus supports six schools and one college, with over 909 faculty and over 2,000 administrative, staff and temporary employees. The majority of the University buildings are on the main campus with some residence halls and offices located off-site.

1.2.1 SCOPE OF WORK

Dean, School of Law - Position Description

Reporting to the Vice President and Provost, the Dean of the School of Law is its chief academic and administrative officer, with overall responsibility for its academic programs, strategic planning, faculty/staff management, operating budget, fundraising and public relations.

The Dean's area of responsibilities include the duties as outlined in **SECTION 1** of the RFP.

The position requires a Juris Doctor degree from an accredited law school and 7+ years of managerial experience. Other significant leadership experience will also be considered.

References shall not be contacted until advanced stages of screening. The selection process will continue until the position is filled. This position is subject to a pre-employment criminal background and financial history background check. Background check information will be used in a confidential, non-discriminatory manner consistent with state and federal law.

The University of San Diego is an equal opportunity employer committed to achieving diversity in its faculty, staff and student body. All applicants hired must have proof of legal authority to work in the United States.

2.0 SECTION 2 - KEY EVENTS

2.1.1 PRE-BID CONFERENCE: N/A

2.1.2 QUESTION AND ANSWER PERIOD: Prospective Vendors are encouraged to submit any question related to this RFP to the USD procurement team before the deadline. The Question and Answer period will be open through **Friday, January 31, 2020, 5:00 PST**. The University will accept only written questions from all potential Vendors in accordance with the procedures outlined in this RFP.

SUBMISSION OF BID PROPOSAL: In order to be considered for award, the bid proposal must be received by the Procurement Services Department before or at the submission deadline indicated on the Cover Sheet. **Please submit electronic proposals to theresaharris@sandiego.edu**. Please add **RFP 19-1003 – Executive Search Firm for Dean, School of Law**, in the subject line. No hardcopy required.

3.0 SECTION 3 - ADDITIONAL INFORMATION

- 3.1.1.1 **ADDENDA:** In the event that it becomes necessary to revise the RFP, such clarification or revision will be by Addendum. All Addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP. Each Addendum will be added, under the RFP or solicitation number, to the Procurement Services website at <https://www.sandiego.edu/procurement/bid-opportunity/>
- 3.1.1.2 Prospective Vendors must acknowledge receipts of all Addenda with each proposal submitted.
- 3.1.1.3 **VENDOR RESPONSIBILITY:** The Vendor assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid closure because of a Vendor's failure to be knowledgeable as to all of the requirements of the RFP.
- 3.1.1.4 **COST LIABILITY:** The University assumes no responsibility and bears no liability for costs incurred by a Vendor in the preparation and submittal of a bid proposal in response to this RFP.

4.0 SECTION 4 – PROPOSAL SUBMISSION

- 4.1.1 **An electronic submission is required. Please add any exhibit as a separate file.** Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes, if any, must be initialed by the individual signing the proposal.
- 4.1.2 Proposals must clearly show the vendor name and address with the RFP title clearly visible in the reference line. Please email proposal to **theresaharris@sandiego.edu**.

5.0 SECTION 5 – VENDOR CONDUCT

- 5.1.1 During the RFP process (from release of the RFP to final award), Vendor is not permitted to contact any USD staff or faculty regarding this RFP, unless at the request of the USD designated contact on the title page of the RFP or to fulfill pre-existing contractual obligations. Violation of these conditions may constitute immediate disqualification.

6.0 SECTION 6 - BID PROPOSAL PREPARATION AND SUBMISSION

- 6.1.1 **GENERAL:** The Vendor is advised to thoroughly read and follow all instructions contained in this RFP in preparing and submitting its bid proposal.

6.1.2 PROPOSAL FORMAT AND CONTENT

6.1.2.1 **Transmittal Letter:**

- a. The transmittal letter shall be submitted on letterhead and signed by an individual authorized to legally bind the offerer. It shall include:
- b. A statement summarizing the offerer's understanding of the work to be performed
- c. A statement accepting financial responsibility for any expenses incurred in the preparation of the proposal
- d. A statement regarding any deviations from, or exceptions to, this RFP.

6.1.2.2 **Qualifications/Support Staff & Personnel:**

- a. Description of the individual(s) or firm's qualifications to provide the services
- b. Description of support staff who are available to support local personnel, their qualifications, and geographic location
- c. Describe current and projected workload and work capacity
- d. Describe work elements and how they will be performed
- e. Describe the availability of the firm to assist in identifying top candidates in a timely manner

6.1.2.3 **References:**

- a. Provide references for at least three (3) projects of similar size and scope performed in the higher education sector during the last five (5) years.

6.1.2.4 Provide a summary of project costs with not to exceed budgets for reimbursable expenses such as travel, communications, supplies, printing, etc. (if any).

6.1.2.5 Provide a project schedule showing allocation of effort and estimated completion date.

The following must also be submitted with all proposals.

6.1.2.6 **All required forms and attachments, as described below and in the remaining sections, must be completed and submitted with each proposal.**

6.1.2.7 **OWNERSHIP DISCLOSURE FORM:** Vendor shall complete and submit with the proposal the Ownership Disclosure form. See attachment titled Ownership Disclosure.

6.1.2.8 **CONFLICT OF INTEREST FORM:** The Vendor shall complete and submit with the proposal the Conflicts of Interest form. See the attachments titled Conflicts of Interest.

6.1.2.9 **CERTIFICATE OF INSURANCE:** The Vendor is required to submit proof of liability insurance in accordance with the University's Insurance Requirements. See attachment titled Insurance Requirements.

6.1.2.10 **TERMS AND CONDITIONS:** Any exception to the terms and conditions must be submitted with the proposal. See attachment titled Standard Terms and Conditions.

7.0 SECTION 7 - CONTRACT TERM AND EXTENTION OPTION

- 7.1.1 **TERM:** The term of the contract shall be for a period of one (1) year and may be extended to include additional searches, as needed.

8.0 SECTION 8 - PROPOSAL EVALUATION

- 8.1.1 **PROPOSAL EVALUATION COMMITTEE:** Bid proposals may be evaluated by a committee composed of members of the College Unit/Department responsible for managing the service, the University's Procurement Department and other employees.
- 8.1.2 **ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL:** A Vendor may be required to give oral presentation to the University concerning its bid proposal. The University may also require a Vendor to submit written responses to questions regarding the bid proposal. The purpose of such communication with the Vendor through an oral presentation or a letter of clarification, is to provide an opportunity for the Vendor to clarify its proposal. Original bid proposals submitted, however, cannot be supplemented, changed or corrected in any way.
- 8.1.3 **EVALUATION CRITERIA:** The University may use, but is not limited to, the following evaluation criteria: (A) The Vendor's general approach and plans in meeting the requirements of the RFP, (B) The Vendors detailed approach and plans to perform the services required, (C) the Vendor's documented experience in successfully performing contracts of a similar size and scope, (D) the qualifications and experience of the Vendor's team, (E) the overall ability of the Vendor to mobilize, undertake and successfully complete the contract and be responsive to the University's needs and (F) the price quoted and all other related costs to be incurred by the University.
- 8.1.4 **REJECTION OF PROPOSAL:** The University reserves the right, in its sole discretion, to reject any or all bids, or to accept a proposal in whole or in part, if deemed to be in the best interest of the University to do so.
- 8.1.5 **NEGOTIATION AND BEST AND FINAL OFFER:** The University may negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any Vendor, and/or solicit a best and final offer (BAFO) from one or more of the Vendors.
- 8.1.6 After receipt of the results of the negotiation and/or BAFO, the University will complete its evaluation and issue an award to the responsible Vendor(s) whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factored considered.
- 8.1.7 **CONTRACT AWARD:** The University reserves the right to award contracts as a result of this RFP, to more than one Vendor.

9. SIGNATURE PAGE

UNIVERSITY OF SAN DIEGO REQUEST FOR PROPOSAL BID RESPONSE

RFP No. 19-1003	DESCRIPTION: Executive Search Firm for Dean, School of Law
This bid proposal MUST be received by the University before or at 5:00 pm on February 7, 2020 . Any proposal arriving at the Procurement Department after this submission due date and time will not be accepted.	

Read the entire Request for Proposal, including all terms, conditions and attachments.
Documentation below marked with an X must be submitted:

<u>Document</u>	<u>With RFP Submission</u>	<u>Document</u>	<u>With RFP Submission</u>
All Price Sheet	X	Ownership Disclosure Form	X
Vendor Contact Information	X	Conflict of Interest	X
Vendor Business References	X	Proof of Insurance	X
Small Business Form	N/A	Other	N/A

INFORMATION TO BE COMPLETED BY VENDOR

1. Company Name:	2. Phone Number:	3. Contact Name:	4. Contact Email:
5. Company Address:	6. Tax ID No:		
7. Proposed Fixed Price \$ _____			

8. SIGNATURE OF VENDOR	9. TITLE
10. NAME (Print)	11. DATE

10. COMPANY NAME: _____	SIGNATURE: _____
RFP No. 19-1003	Executive Search Firm for Dean, School of Law

Offerers are to provide a fixed price for the services offered and an itemized estimate of any additional expenses. The fixed price may be stated as a percentage of the first year base salary of the Dean of the School of Law.

Price for Consultant Service \$ _____ (Fixed Price)
 Or _____% of 1st year salary

Additional Expenses (please list)

Travel \$ _____

Advertising \$ _____

Postage/copies/phones etc. \$ _____

Total Estimated Expenses \$ _____

10. PRICE SHEET

RFP # 19-1003 Executive Search Firm for Dean, School of Law

PRICING

In completing and submitting this form, the respondents is certifying that:

1. He/she has read and fully understands and accepts the scope of services, the terms and conditions, this price sheet or cost submission form, and the other requirements presented in the Executive Search Firm for Dean, School of Law Request for Proposal (RFP);
2. The quoted equipment price, expenses and/or labor rates will be used for the base year of the contract. Please attach pricing for any optional year(s). The prices and rates indicated constitute the fully burdened rates for the identified products and services, and USD will not be “surprised” with additional or unanticipated charges in conjunction therewith; and
3. USD reserves the right to accept or reject any and all quotes, to waive any irregularities or informalities in any quotes received, to negotiate with the respondent(s) whose quote(s) is deemed most susceptible of contract award, and to award a purchase contract to the respondent(s) whose quote best satisfies USD’s requirements and needs.
4. The contract will be valid for **One Year**. The vendor must state if vendor will allow USD to renew the contract upon contract expiration. Each annual contract renewal must be agreed upon by both parties.
5. The pricing and terms and conditions stated in your response must remain valid for a period of one (1) year from the date of delivery of the proposal to the University.

The fixed price identified in the price/rate sheet(s) will not change for the duration of the contract or any renewal years and no additional charges or surcharges of any kind will be added, unless approved in writing by the parties, or as required by law.

COMPANY NAME _____

REPRESENTATIVE SIGNATURE _____

PRINT NAME _____

DATE _____

11. INCENTIVES

Vendor should specify any additional services or incentives that will be offered to the University and included in the quoted price. Any incentives must be identified in the response package. The University cannot accept any incentives that are offered post bid.

COMPANY NAME _____

REPRESENTATIVE SIGNATURE _____

12. VENDOR CONTACT INFORMATION

Vendor’s Company Name: _____

Company Owner: _____

Address: _____

Disclosure of Ownership: (List below the names of all Principals or Joint Owners. Use additional sheet as necessary.)

Name	Position With Company	Percent Ownership (%)

Please indicate any classification that applies to the company below (select *all* that apply):

<u>Classification</u>	<u>Indicate with “X” if Applicable</u>	<u>Classification</u>	<u>Indicate with “X” if Applicable</u>
Small Business		Woman-Owned Business	
Small Emerging Business Enterprise		Minority-Owned Business	
Small Locally-Owned Business (SLBE)		HubZone	
Veteran-Owned Business		Other (Please state Classification)	

Number of Years firm has been furnishing services: _____

ACCOUNT MANAGER _____

TELEPHONE NUMBER _____

EMERGENCY NUMBER _____

EMAIL _____

OTHER CONTACT _____

13. VENDOR BUSINESS REFERENCES

Please provide three (3) business references for contracts awarded of similar size and scope to the requirements of this RFP:

Reference 1.

Business Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Contact Person: _____ Title: _____

Number of years agreement in place: _____

Reference 2.

Business Name: _____

Address: _____

Phone: _____ FFax: _____ E-mail: _____

Contact Person: _____ Title: _____

Number of years agreement in place: _____

Reference 3.

Business Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Contact Person: _____ Title: _____

Number of years agreement in place: _____

COMPANY NAME _____

REPRESENTATIVE SIGNATURE _____

14. SMALL BUSINESS UTILIZATION FORM

Company Name:	RFP #
Contact Name	Email:
Phone #	

Small Business Participation

Subcontractor Name			
Address			
Scope of Work		Dollar Amount	% Participation
		\$0.00	%
SB Designation: (WOSB, VOSB, SB, MBE)			
Subcontractor Name			
Address			
Scope of Work		Dollar Amount	% Participation
		\$0.00	%
SB Designation: (WOSB, VOSB, SB, MBE)			
Subcontractor Name			
Address			
Scope of Work		Dollar Amount	% Participation
		\$0.00	%
SB Designation: (WOSB, VOSB, SB, MBE)			
Subcontractor Name			
Address			
Scope of Work		Dollar Amount	% Participation
		\$0.00	%
SB Designation: (WOSB, VOSB, SB, MBE)			
Subcontractor Name			
Address			
Scope of Work		Dollar Amount	% Participation
		\$0.00	%
SB Designation: (WOSB, VOSB, SB, MBE)			

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representation made herein. In making this certification, I certify under penalty of perjury that this information is accurate and correct to the best of my knowledge.

Signature

Print Name

Date

15. CONFLICT OF INTEREST

The University of San Diego (USD) has established procedures for reviewing and addressing conflicts of interest between USD employees and suppliers and otherwise ensuring compliance with the University's Conflict of Interest Policies.

As part of this process, you, the Supplier, are asked to disclose any and all potential conflicts of interest to USD for appropriate review and disposition. Examples include, without limitation, a USD employee having an ownership interest in your business, your business being owned by a relative of a USD employee, and your business sponsoring speaking engagements or other activities with which USD faculty or staff are involved.

Your failure to complete and return this disclosure form may result in a delay of payment, the termination of your contract and/or suspension of your status as a responsive and responsible provider of goods or services to USD.

Your obligation with regard to the disclosure of conflicts of interest is ongoing, therefore we ask that you promptly notify us should you become aware of any potential conflict following the submission of this form. At USD's discretion you may be asked to update this information periodically.

Supplier Name: _____
Contact Name: _____
Street Address: _____
Phone No.: _____
City, State, Zip: _____
Email: _____

Please select the appropriate statement:

___ I AM **NOT** aware of any relationship between the Supplier and a USD employee which could result in potential personal gain for the USD employee or which could enable the USD employee to influence the Supplier relationship for perceived personal gain.

___ I AM aware of a relationship between the Supplier and a USD employee which could result in potential personal gain for the USD employee or which could enable the USD employee to influence the Supplier relationship for perceived personal gain.

Employee Name: _____

Nature of Relationship: _____

By signing below, you represent and affirm that you have proper authority to act on behalf of the Supplier and that the foregoing statements are true and correct to the best of your knowledge.

Signature Date

Printed Name and Title of Signer

For USD Procurement Use Only

USD Vendor ID #: _____

Disposition of disclosed potential conflict of interest: _____

Reviewed by: Date: _____

16. SUSPENSION AND DEBARMENT

(1) Vendor certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from doing work under Federal, State or local government award.
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this certification had one or more contracts terminated for cause or default.

(2) Where the Vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this certificate.

Business Name: _____

Date: _____ By: _____
Name & Title of Authorized Representative

Signature of Authorized Representative