

**SOUTH DAKOTA BOARD OF REGENTS  
EXECUTIVE DIRECTORS OFFICE  
306 EAST CAPITOL AVENUE, SUITE 200  
PIERRE, SD 57501-2545**

**PROPOSALS WILL BE OPENED June 1, 2023**

RFP #: SDBOR04282023

BUYER: Kayla Bastian

PHONE: (605)773-3455

**1.0 GENERAL INFORMATION**

**1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The South Dakota Board of Regents System (SDBOR) is initiating a Request for Proposal (RFP) to solicit proposals from qualified executive search firms to enter into a nonexclusive Master Agreement to conduct executive searches upon request by SDBOR, i.e., by the Board of Regents Central Office or by any of the eight institutions that comprise South Dakota's public system of universities and special schools. The nonexclusive Master Agreement would be in effect for an initial term of up to five years. The vendor would be compensated per search performed. When requested to conduct a search, the vendor would be expected to enter into a consulting contract to assist with executive recruitment.

**1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER**

The South Dakota Board of Regents System Office is the issuing office for this document and all subsequent addenda relating to it, on behalf of The South Dakota Board of Regents (SDBOR) Office. The reference number for the transaction is **RFP #SDBOR04282023**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

**1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

- |    |                                       |                        |
|----|---------------------------------------|------------------------|
| A. | RFP Released                          | April 28, 2023         |
| B. | Receipt of Inquiries                  | May 12, 2023           |
| C. | Inquiry Responses                     | May 17, 2023           |
| D. | Receipt of Proposal                   | May 31, 2023 5:00 P.M. |
| E. | Review/Contract Negotiation/Award By: | June 30, 2023          |

**1.4 SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the Board of Regents Office by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration.

An original and one identical copy of the proposal shall be submitted to the address above along with one electronic copy provided on a flash drive and included with the hard copies.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title.

**Proposals must be addressed and labeled as follows:**

**South Dakota Board of Regents  
RFP #SDBOR04282023  
Attn: Kayla Bastian  
306 E. Capitol Avenue, Suite 200  
Pierre, SD 57501-2545**

The words **“Sealed Proposal Enclosed”** must be prominently denoted on the outside of the shipping container.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

**1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

**1.6 NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin, or disability.

**1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the vendor prior to the established due date and time.

No oral, telephonic, telegraphic, or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

“RFP #SDBOR04282023”

**1.8 VENDOR INQUIRIES**

Vendors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to [KATIE.CARTER@SDBOR.EDU](mailto:KATIE.CARTER@SDBOR.EDU) with the subject line: **“RFP #SDBOR04282023”**.

The SD Board of Regents prefers to respond to vendor’s inquiries (if required) via e-mail. If a vendor does not indicate an email address, the State’s response will be sent via fax. If no fax number is provided, the State will mail the response to the vendor. All vendors will be informed of any inquiries and the State’s response. Vendors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

#### **1.9 PROPRIETARY INFORMATION**

The proposal of the successful vendor(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Vendors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

#### **1.10 LENGTH OF CONTRACT**

The Master Agreement will continue for up to a period of five years with the possibility of renewal for an additional five years upon the mutual agreement of both parties. Either party may terminate the Master Agreement prior to the completion of the five-year term upon ninety day written notice to the other party.

#### **1.11 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

#### **1.12 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by a vendor to clarify a proposal may be required at the sole discretion of the SDBOR. However, SDBOR may award a contract based on the initial proposals received without discussion with the vendors. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor’s expense and will be conducted via distance (Zoom or Webex).

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal

shall be evaluated, and each respondent shall be available for negotiation meetings at SDBOR's request. SDBOR reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## **2.0 MASTER AGREEMENT AND CONSULTING CONTRACT TERMS AND CONDITIONS**

As a supplement to the Master Agreement, each position search will require a South Dakota consulting contract that will outline the scope of services and pricing by and between the vendor and SDBOR. This contract is required under South Dakota law and documents the responsibilities. Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1 The Contractor will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.
- 2.2 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the Master Agreement as negotiated by the parties.
- 2.3 The terms of the Agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.
- 2.4 Unless otherwise negotiated and agreed upon by the parties, The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.
- 2.5 The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same general terms and conditions, for an additional term, which may not exceed three (3) years. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.
- 2.6 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, and employees.
- 2.7 The Contractor, at all times during the term of the Agreement, shall obtain and maintain in

force insurance coverage of the types and with the limits as follows:

- A. Commercial General Liability Insurance: The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- B. Worker's Compensation Insurance: The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under the Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The contractor shall furnish a copy of the insurance policies if requested by the State.

- 2.8 While performing services under agreement with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.9 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury, or death, to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.

- 2.10 Termination Provision: The Agreement may be terminated by either party by providing written notice as mutually agreed and specified in the Agreement. In the event the Contractor breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by SDBOR at any time with or without notice. If termination for such a default is affected by SDBOR, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to SDBOR because of Contractor's default. Upon termination SDBOR may take over the work and may award another party an agreement to complete the work under the Agreement. If after SDBOR termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.11 The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

- 2.12 The Master Agreement may not be assigned without the express prior written consent of SDBOR. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof and be signed by an authorized representative of each of the parties thereto.
- 2.13 The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.14 The Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.15 In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.16 All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.
- 2.17 Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18 The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.19 Restriction of Boycott of Israel. Consistent with Executive Order 2020-01, for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract, the contractor certifies and agrees, if applicable, that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity

that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a manner which constitutes unlawful discrimination. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The contractor further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

#### 2.20 Certification Relating to Prohibited Entity.

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct: The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

#### 2.21 The vendor will provide demographic information of applicants to SDBOR to ensure accurate EEO/AA reporting.

### 3.0 **SCOPE OF WORK**

The vendor should set forth, in detail, the technical and management plans by which it intends to meet each of the requirements contained below. The vendor should present the information necessary for the System's evaluation of its technical and management qualifications.

- Needs Assessment – Working in partnership with the Search Committee and/or the appropriate executive, the vendor will determine the required set of skills and competencies, define the required experience and other characteristics necessary to meet the needs of the position.
- Position Specifications and Action Plan – Based on the needs assessment, the vendor will prepare a position profile that outlines the required skills, competencies, position responsibilities, and criteria for job success. The vendor will develop, with the Search

Committee and/or appropriate executive, an action plan for accomplishing major steps in the search process.

- Research – The vendor will use its resources to identify relevant higher education and industry sources where prospective candidates are likely to be found.
- Prospect Identification – The vendor will make selective calls to sources and solid prospects to encourage interest in the position and identify individuals who meet the position specifications. The vendor shall report the progress of this process to the Search Committee and/or appropriate executive.
- Presentation of Prospects – The vendor will present the top prospects to the Search Committee and/or appropriate executive. The Search Committee and/or the appropriate executive will mutually agree on the number of prospects the Search Committee and/or appropriate executive would like the vendor to pursue as possible applicants.
- Prospect Evaluation – The vendor will pursue the selected prospects and evaluate each of the candidate's management ability, technical competency, fit with the values, culture, needs, and other characteristics that are relevant. The vendor will report the results of each conversation to the Search Committee and/or appropriate executive.
- Applicant Interviews – The vendor and the search committee or appropriate executive will meet to discuss the full pool of prospects and select from this pool a number of prospects who will be asked to submit formal applications and be interviewed.
- Applicant Reference Checking – The vendor will contact individuals who are capable of providing insights about the applicants' qualifications. The collective comments made by these references will be reviewed by the search committee and/or appropriate executive. The vendor will also conduct a verification of educational credentials, and an employment verification with current and previous employers.
- Leadership Transition – Provide post-hire leadership transition support and guidance to the institutional transition committee and successful candidate for a period of up to one-year post-hire.

#### **4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

- 4.1 The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Vendor's Contacts:** Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion

from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.

- 4.3 Provide the following information related to at least three previous and current service/contracts, performed by the vendor's organization, which are similar to the requirements of this RFP. Also, provide this information for any service/contract that has been terminated, expired, or not renewed in the past three years.
  - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.4 Personnel Qualifications: Provide a list of personnel to be used on this project and their qualifications. Provide resumes, including education, background, accomplishments, and any other pertinent information for each of the key personnel to be assigned for direct work on the project.
- 4.5 Relevant Company Experience: This subsection should include the following:
  - a. Vendor's experience in recruiting senior administrators in higher education.
  - b. Description of a typical search conducted, including how many candidate contacts the vendor makes.
  - c. When and how can the system terminate the search?
  - d. Vendor compensation for failed searches.
  - e. Vendor compensation for hires that do not work for at least one-year post hire.
- 4.6 Vendor's average time to fill a position.

## **5.0 PROPOSAL RESPONSE FORMAT**

- 5.1 An original and one copy shall be submitted.
  - 5.1.1 In addition, the vendor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format, excluding samples of previous work, on a thumb drive.
- 5.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.3 All proposals must be organized and tabbed with labels for the following headings:
  - 5.3.1 **RFP Form.** The State's Request for Proposal form completed and signed (found at end of this RFP).

5.3.2 **Executive Summary.** The three or four-page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.3.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

5.3.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations.

5.3.3.2 A specific point-by-point response, in the order listed to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.3.3.3 A clear description of any options or alternatives proposed.

5.3.4 **Cost Proposal.** The cost proposal must be all inclusive to encompass any travel, lodging, and other expenses associated with this service. The cost proposal may go into more details in terms of price breakdowns, options, etc., but it must clearly identify the total price not to exceed for this contract. Should there be any optional services included in the proposal, the optional services and the cost for these services should be clearly identified. Vendors may submit multiple cost proposals depending on various approaches offered to meet requirements. All costs related to the provision of the required services must be included in each cost proposal offered.

## **6.0 PROPOSAL EVALUATION AND AWARD PROCESS**

6.1 The vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.2 The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.3 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.4 **Award:** The requesting agency and the highest ranked offeror(s) shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

6.4.1 If the agency and the highest ranked offeror(s) are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the

agency shall, either orally or in writing, terminate negotiations with the contractor(s). The agency may then negotiate with the next highest ranked contractor(s).

6.4.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

6.5 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- 6.5.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.5.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.5.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.5.4 Availability to the project locale;
- 6.5.5 Familiarity with the project locale;
- 6.5.6 Proposed project management techniques; and
- 6.5.7 Ability and proven history in handling special project constraints.
- 6.5.8 Experience and reliability of the vendor's organization are considered subjectively in the evaluation process.
- 6.5.9 Cost Proposal

**SOUTH DAKOTA BOARD OF REGENTS  
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306 EAST CAPITOL AVENUE, SUITE 200  
PIERRE, SD 57501**

**PROPOSALS WILL BE OPENED June 1, 2023**

RFP #: **SDBOR040282023** BUYER: Kayla Bastian PHONE: (605) 773-3455

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PRIMARY CONTACT INFORMATION

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_