Purchasing Department
P. O. Box 13145 • Roanoke, VA 24031
(540) 853-1348 • Fax (540) 853-2836
August 25, 2026

REQUEST FOR PROPOSAL
RFP 3204

Notice is hereby given of the intention of the School Board of the City of Roanoke, Virginia, to contract for:

EXECUTIVE SEARCH FIRM SERVICES – DIVISION SUPERINTENDENT

Proposal Submission Requirements

Proposals must be received by the Due Date and Time at bids.purchasing@rcps.info.

Due Date and Time: September 14, 2026; 3:00 P.M. (EST)

Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this Request for Proposal ("RFP"), the Director of Purchasing will publicly post such notice on the Roanoke City Public Schools' website (https://www.rcps.info/departments/fiscal-services/purchasing) **(*Click* on "Current Opportunities")** for a minimum 10-day period.

ROANOKE CITY SCHOOL BOARD
Eric Thornton
Purchasing Director

****

Electronic Invitation to Bid/RFP Retrieval Instructions: **Full copies of Requests for Proposals, Bids, and Addenda must be retrieved over the Internet at the following address:**
https://www.rcps.info/departments/fiscal-services/purchasing.

***Click* on "Current Opportunities"**
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This Public Body does not discriminate against Faith-Based Organizations

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RFP 3204

EXECUTIVE SEARCH FIRM SERVICES – DIVISION SUPERINTENDENT

I. PURPOSE

The purpose and intent of this Request for Proposal ("RFP") is to solicit sealed proposals and through competitive negotiation establish a contract with a contractor ("Offeror," "Proposer", "Consultant", or "Contractor") to provide Executive Search Firm Services for Division Superintendent for the School Board of the City of Roanoke ("Owner," "Roanoke City Public Schools," "RCPS," "Board", or "Division").

The School Board of the City of Roanoke is seeking proposals from qualified Executive Search Firms to work directly with the Board to develop a pool of qualified candidates and assist in the selection process for the position of Division Superintendent.

This document establishes the anticipated services to be performed and outlines the evaluation and selection process. RCPS will select the contractor who, in the aggregate, best meets the Division's needs. The selection process, based on the evaluation criteria listed in the RFP, should result in a Proposer being awarded a contract; however, this document does not guarantee that a contract will be awarded.

II. BACKGROUND AND OVERVIEW

School Division background and overview information is presented in Attachment B to this RFP.

III. SCOPE OF SERVICES

The School Board is seeking proposals from experienced executive search firm consultants to assist in recruiting applicants for the position of Division Superintendent. The successful proposer will work with the Board to conduct an extensive search for highly qualified candidates. The scope of work may include, but is not limited to:

- Engage the Board members in a methodical and synergistic process.
- Meet with the Board as needed to ensure a high-quality search process.
- The School Board is committed to an open, transparent, and inclusive superintendent search process. The Consultant should obtain staff and community input, ensuring that all stakeholders are represented. Methods of engagement opportunities should include, but are not limited to:
    - Surveys of key stakeholders, such as RCPS central office leaders, RCPS teachers, PTA/parent representatives, local employers, and workforce development leaders.
    - Community listening sessions to gather input on the qualities and priorities desired of the next superintendent.

- Develop and maintain the community's trust in the process.
- Meet with the Board and the current Superintendent to refine a profile of the next superintendent for our division.
- Update and revise, as necessary, the existing leadership profile (Attachment A) based on stakeholder input.
- Develop a position description and strategies to recruit ideal candidates.
- Develop recruitment materials.
- Conduct and engage in extensive state and limited national advertising, professional networking, and other search activities, including social media outlets, as appropriate, to generate a diverse pool of highly qualified prospective candidates.
- Screen and interview prospective candidates and prepare written summaries on qualifications, competence, and experience.
- Develop objective measurement tools.
- Coordinate selection activities for finalists.
- Assist the Board with the final interviews and employment of the new superintendent.
- Conduct independent and comprehensive reference and background checks for finalists and provide a written report to the Board, which should include a validation process of professional credentials, including academic employment, consumer credit, and criminal history.
- Advise the Board on salary and benefit expectations and negotiating terms of the employment contract.
- Guide the Board as to best practices the Consultant has witnessed for a successful transition process, including the transfer of knowledge from the outgoing superintendent to the incoming superintendent.

The Consultant's staff must be available for consultation with the School Board and project administrators on an as-needed basis between 7:00 AM and 6:00 PM EST, Monday through Friday.

IV. CONTRACT PERIOD

The contract period will be from the execution of the contract through June 30, 2027. The Division reserves the right to exercise its discretion to extend the term of the contract as needed.

V. CALENDAR OF EVENTS

	Date
Release RFP	August 25, 2026
Receive Written Inquiries (no later than)*	September 1, 2026 (5:00 P.M.)
Answer Written Inquiries (anticipated)**	September 8, 2026 (5:00 P.M.)
Due Date for Proposals	September 14, 2026 (3:00 P.M.)
Evaluation of Proposals	September 15-October 15, 2026
Evaluation Committee Scores Proposals	October 20, 2026 (anticipated)
Presentations by Top Ranked Responders (if required)	October 30, 2026 (anticipated)
Contract Award	November 3, 2026 (anticipated)

*Questions regarding this RFP should be emailed to bids.purchasing@rcps.info.
**Answers will be posted to the RCPS Purchasing Department website as an addendum.

Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to RCPS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session and does not include negotiations. RCPS will schedule the time and location for these meetings. These meetings are at the option of RCPS and may or may not be conducted.

VI. PROPOSAL SUBMITTAL REQUIREMENTS AND PREPARATION

To be considered for selection, Offerors must electronically submit a complete response to this RFP. Specifically, Offerors must provide one (1) original and one (1) redacted copy that omits any proprietary or confidential information that the Offeror requests to be withheld from public view.

Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in RCPS requiring prompt submission of missing information and/or giving a lower evaluation of the proposal.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should contain a table of contents that cross-references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

Responses must be delivered not later than 3:00 P.M. on September 14, 2026, to bids.purchasing@rcps.info.

Interested firms should submit a proposal that responds to the items listed below.

1. A description or profile of the Consultant and any information or materials that would be helpful to the Board in making its decision, i.e., a statement of qualifications, including an understanding of the requirements of Virginia State Law regarding the appointment of Superintendents.
2. A summary of strategies to engage all stakeholder communities in this search process.
3. The proposed process/approach, including identifying strategies unique to our division versus other searches the consultant has conducted.

4. A detailed description of how the required confidentiality will be ensured throughout the process.
5. A detailed summary of similar services that the Consultant has provided to other public-school divisions comparable to our division, including sample postings and other documents used in the process.
6. Name of lead Consultant and professional resumes of principals and other employees who will render services in this process.
7. A detailed description and line-item breakdown of all proposed fees and estimated expenses to be charged to the Division, including a listing and breakdown of fees and expenses for any optional services.
8. A list of references, including names, addresses, telephone numbers, and email addresses for contacts for five (5) recently completed superintendent searches.
9. Successful Consultant must be able to begin work within five (5) days of contract award and continue to work on project until the superintendent position is successfully filled, the new superintendent is on site, and all necessary follow-up items have been completed.
10. Indicate the firm's qualifications as a locally owned business enterprise ("LBE"), minority business enterprise ("MBE"), and/or women business enterprise ("WBE") as each is defined within this RFP.
11. Offerors shall submit a proposal addressing the above specifications, including a full list of services to be provided. The Certification of Proposal page of this RFP must be completed, signed, and returned with the proposal for the proposal to be valid.

    Please note that, prior to an award, RCPS shall have the right to request any information to provide evidence that an Offeror responding to this RFP can deliver the items specified in the Scope of Services.

VII. EVALUATION AND AWARD OF CONTRACT

A. **Evaluation Criteria**: Proposals shall be evaluated using the following criteria.

Criteria	**Points**
1. Understanding of scope of services to be provided and plan to provide those services.	30
2. Rate/Fee Structure.	30
3. Demonstrated professional skill and credentials	20
4. Related experience and references.	14
5. Certified locally owned business enterprise ("LBE").	2
6. Certified minority business enterprise ("MBE").	2
7. Certified women business enterprise ("WBE").	2
Total Points	**100**

B. Award:

The Division will select the consultant who best meets the Division's needs to perform the superintendent search process as described in this RFP. The criteria on which the Division will make its selection determination will not be limited to the amount of the proposed fees, but also the ability and experience of the consultant, as described in their proposal. Of particular interest to the Board is employing a consultant who will be strategic in determining how to approach this search in a manner that is best suited to finding the best candidate for our division versus searches in other areas. Each consultant submitting a proposal must submit an overall cost for performing the services, and the selected consultant will be required to sign the Division's contractual agreement.

Selection shall be made of one or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the Request for Proposal. Negotiations shall be conducted with the Offeror(s) selected. After negotiations have been conducted with each Offeror(s) so selected, RCPS shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s).

RCPS may cancel this Request for Proposal or reject proposals at any time prior to an award being made. RCPS is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous to RCPS (Section 2.2-4319 and Section 2.2-4359, Code of Virginia).

C. Definitions: LBE, MBE, WBE.

"Local owner" – an individual who has an ownership interest in a business enterprise and whose primary residence is within the Roanoke Metropolitan Area. For the purposes of this policy, the Roanoke Metropolitan Area shall include all cities, counties, and towns within the Commonwealth of Virginia that are within a 50-mile radius of the City of Roanoke.

"Locally owned business enterprise (LBE)" – a business that(i) is privately held, (ii) has Local Owners that own at least fifty-one percent of the business, (iii) has Local Owners that control the management and daily operations of the business, (iv) is registered in Virginia with no corporate headquarters outside of the Commonwealth, and (v) has completed the certification steps set forth below.

In order to be placed on the Purchasing Department's list as an LBE, a business must provide the Purchasing Director with (i) a copy of its local business license, (ii) a copy of its articles of incorporation or partnership agreement, and (iii) a completed sworn certification form (found in the "Additional Forms" section of this RFP).

"Minority business enterprise (MBE)" – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (www.sbsd.virginia.gov) as a business that is both owned and controlled by minorities.

"Women business enterprise (WBE)" – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (www.sbsd.virginia.gov) as a business that is both owned and controlled by women.

VIII. GENERAL TERMS AND CONDITIONS

1. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this proposal shall be free of excise or transportation taxes.
2. **Mandatory use of RCPS Forms and Terms and Conditions**: Failure to submit a proposal on the official forms provided for that purpose shall be a cause for rejection of the proposal. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the proposal forms.
3. **Precedence of Terms**: Except for Paragraphs 1 and 2 of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
4. **Default**: In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Consultant responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which RCPS may have.
5. **Assignment of Contract**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
6. **Antitrust**: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RCPS under said contract.
7. **Ethics in Public Contracting**: By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
8. **Anti-Discrimination**: By submitting their proposal, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act, which provides:
   a. In every contract over $10,000, the provisions 1 and 2 below apply:

i. During the performance of this contract, the Contractor agrees as follows:
    1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
    2. The Contractor will include the provisions of paragraphs 1, above, in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or Contractor.

9. **Debarment Status**: By submitting a proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
10. **Applicable Law and Courts**: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state, and local laws and regulations.
11. **Qualifications of Offerors**: RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect the Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. RCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. **Anti-Collusion Certification**: By signing the proposal, the Offeror certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the proposal and certifies that the individual signing the proposal is authorized to do so.
13. **Payment Terms**: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
14. **Immigration Reform & Control Act of 1986**: By submitting a proposal, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
15. **Relationship of Offeror to Owner**: After the Contract for services has been fully executed, the Offeror shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall

communicate all approvals, rejections, change requirements and other similar information to the Offeror.

16. **Code and Regulatory Compliance**: Review, comments and approvals by Owner or the staff of RCPS, in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under the applicable laws, codes, and professional practice as required in projects for Roanoke City Public Schools.
17. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

IX. SPECIAL TERMS AND CONDITIONS

1. **Insurance**:
   Before the start of any work under the contract, the Contractor shall provide to RCPS Certificate of Insurance Forms approved by RCPS and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:
   A. Workers' Compensation. Workers' Compensation insurance covering Contractor's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Agreement.
   B. Automobile Liability. The minimum limit of liability for automobile liability insurance shall be $1,000,000 combined single limit applicable to owned or non-owned vehicles
   C. Commercial General Liability Broad Form insurance shall insure against all claims, loss, cost, damage, expense, or Contractor's performance under this contract. The minimum limits of liability for this coverage shall be $2,000,000 combined single limit for any one occurrence.
2. **Audit**: The Offeror agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.
3. **Termination of Contract**: RCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
4. **Modification of Contract:** RCPS may, upon mutual agreement with the Offeror, issue written modifications to the statement of needs as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by $50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the School Board.
5. **Ownership of Materials**: Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be *subject* to public disclosure under the *Freedom of Information Act,* unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the *Code of Virginia,* in writing, either before or at the time the data or other material is submitted. The written notice must *SPECIFICALLY* identity the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material

submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. *The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.*

6. **Subcontracts:** No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall ensure compliance with all contract requirements.
7. **Indemnification:** The Contractor agrees to be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the Contractor.
8. **Proposal Acceptance Period:** Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the "*written*" request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of proposals due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
9. **Late proposals**: To be considered for award, proposals must be received by Roanoke City Public Schools by the designated date and time. The official time used in the receipt of proposals is that time on the clock located in the RCPS Purchasing Department. Proposals received after the designated date and time are automatically disqualified and will not be considered. Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or electronic means of delivery. It is the sole responsibility of the Offeror to ensure that its proposal reaches Roanoke City Public Schools Purchasing Department by the designated date and time.
10. **Gifts by Offeror, Contractor, or Subcontractor**: No Offeror, Contractor or subcontractor shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
11. **Qualification of Offerors**: Roanoke City Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to Roanoke City Public Schools all such information and data for this purpose as may be requested. Roanoke City Public Schools reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Roanoke City Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Roanoke City Public Schools that such Offeror is

properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. **Availability of Funds**: It is understood and agreed between the parties herein that the Division shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
13. **Contract Documents**: The contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, Roanoke City Public Schools Standard Contract, the General and Special Terms and Conditions, the Statement of Need, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
14. **Rejection of Proposals**: The School Board reserves the right to reject any and all proposals.
15. **Procedure for Protest**: Any Offeror submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the ROANOKE CITY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought (Section 2.2-4360, Code of Virginia).
16. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

X. ADDITIONAL FORMS

STATE CORPORATION COMMISSION FORM

This form must be returned with the response to the solicitation.

Virginia State Corporation Commission ("SCC") registration information. The undersigned Offeror:

_____is a corporation or other business entity with the following SCC identification number: _____.

-OR-

_____is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

-OR-

_____is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location).

-OR-

_____is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): _____.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

PROPRIETARY AND CONFIDENTIAL INFORMATION FORM

This form must be returned with the response to the solicitation.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2- 4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given five business days, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror (Firm):_____invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on_____.
Date

Signature: _____

Title: _____

_____ No portion of this proposal is to be considered confidential and/or proprietary.

_____ The data/material indicated below is to be considered confidential and/or proprietary.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

*Attachments may be made to this form for further clarification, but this form shall serve as the official request to invoke the protections of § 2.2- 4342F of the Code of Virginia.

ANTI-COLLUSION CERTIFICATION

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

The Proposer should complete the following information:

Is Proposer a qualified minority or women-owned business enterprise (MBE/WBE)?
Yes: _____ No: _____. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using Subcontractors? Yes: _____ No: _____

In conjunction with the desire of the School Board of the City of Roanoke, VA's policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

1.	Name of Firm	Person(s) Contacted	Type of Labor, Service or Material Quoted	Date
	_____	_____	_____	_____
	_____	_____	_____	_____

2. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

Name of Firm	Type of Labor, Service or Material Quoted	Amount of Contract Subcontract
_____	_____	_____
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Proposer determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

3. If the MBE/WBE's indicated in paragraph 1 will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

Name of Firm	Results of Contact

4. If unable to contact MBE/WBE's, please indicate efforts made: (Attach additional sheet if necessary.)

_____

_____

_____

This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

Offeror: _____
(Firm)

_____
(Address)

_____
(Telephone) (FAX)

_____ _____
(Ink Signature and title) (Date)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ROANOKE CITY PUBLIC SCHOOLS
CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE

1. A sworn statement or affirmation from the Contractor that neither the Contractor nor any of its employees have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child nor a crime of moral turpitude, is mandated by Virginia Code Section 22.1-296.1.
2. Affirmation from the Contractor that the Contractor does not, and shall not, during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
3. A sworn statement or affirmation from the Contractor that the employees have submitted to and passed an employment drug screening.
4. Affirmation from the Contractor that the Contractor does not and shall not, during the performance of the contract for goods and services in Virginia, knowingly employ an individual that has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Virginia Code Section 19.2-392.02.

Bid/Proposal Number: **3204** Company Name: _____

List of employee(s) assigned to the project:	

By signature below, I hereby certify that 1) a criminal background check has been performed as part of the employment Process for the above-listed persons and that based upon the results of such background check these individuals have never been convicted of a violent felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; 2) to the best of my knowledge and belief, none of these individuals is currently the subject of any pending criminal charges involving a violent felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; and 3) I do not nor shall I during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986; 4) the above listed persons have submitted to and passed an employment drug screening.

If the employees that are assigned to the project change, an updated copy of this form must be submitted to the Purchasing Office before an additional employee can begin working on the project. Only employees on this list will be allowed to provide services to the schools or be allowed to interact with students.

Name of Company Officer_____ Date _____

Signature of Company Officer _____ Rev. 8/2020

Reference Form

1. Project Location and Scope: _____

   _____

   District/Division Name: _____

   Address: _____

   Contact Person: _____ Telephone #: _____

   E-mail: _____

2. Project Location and Scope: _____

   _____

   District/Division Name: _____

   Address: _____

   Contact Person: _____ Telephone #: _____

   E-mail: _____

3. Project Location and Scope: _____

   _____

   District/Division Name: _____

   Address: _____

   Contact Person: _____ Telephone #: _____

   E-mail: _____

Company: _____

Signature: _____

Title: _____ **Date:** _____

ROANOKE CITY PUBLIC SCHOOLS' CERTIFICATION FOR LOCALLY OWNED BUSINESS ENTERPRISE (FORM DJI-F)

In an effort to qualify as a locally owned business enterprise under the Roanoke City School Board's Plan for Participation in Procurement Transactions with locally owned businesses, I voluntarily submit that the information set forth below is true and accurate.

Name of Business_____

____ Corporation ____ Partnership
____ Other (Please Describe)

_____

Address of Business_____

Business Phone No. _____ Other Phone No. _____

Name of Owner(s)/Owner's Permanent Address/% of Ownership

_____

_____

_____

_____

The following documents must be attached to or accompany this Certification in order to be considered a locally owned independent business under the Roanoke City School Board's procurement program.

Copy of current business license AND
a. If a corporation - Copy of the Articles of Incorporation and the minutes from the last annual meeting.
b. If a partnership - Copy of the Partnership Agreement.

By signature below, I hereby certify that the information set forth in this certification is true and accurate. I further certify that I am an owner of the independent business listed in this certification and that my permanent residence is in the Commonwealth of Virginia within fifty (50) miles of the City of Roanoke. Finally, I certify that the business documents that are attached to and made a part of this certification are true and accurate copies.

_____ _____
Name of Company Officer/Date Signature of Company Officer

CERTIFICATION OF PROPOSAL

RFP 3204
EXECUTIVE SEARCH FIRM SERVICES – DIVISION SUPERINTENDENT

The undersigned certifies a comprehension of the specifications in the foregoing proposal, and that the merchandise or service submitted for this proposal meets or exceeds the specifications as listed herein. The successful Offeror certifies that the Offeror, all principals, and sub recipients, are not suspended or debarred from providing the services described in this contract. Further, Roanoke City Public Schools reserves the right to review the List of Parties Excluded from Federal Procurement or Non-Procurement Programs to determine that the successful Offeror, including all principals and sub recipients, has not been suspended or debarred from providing the services described in this proposal.

FIRM _____

BY _____
(Signature validates proposal)

_____
(Print or type name)

TITLE _____

ADDRESS _____

CITY _____

STATE, ZIP _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL _____

DATE _____

ATTACHMENT A

DIVISION SUPERINTENDENT'S QUALIFICATIONS

The Roanoke City community is seeking an experienced individual who has demonstrated instructional success in an urban school division with similar social and economic demographics as Roanoke City Public Schools, and one who is keenly interested in equity and success in education for all students. The following criteria will be used by the School Board in the assessment of candidates, but these criteria do not exclude other considerations.

MANDATORY QUALIFICATIONS

The individual selected shall:

- Have evidence of continuing advanced studies with doctorate preferred.
- Be listed on the "Eligible List of Division Superintendents" approved by the Virginia Board of Education or possess the necessary qualifications for certification as a superintendent in the Commonwealth of Virginia. (For more information about the superintendent's eligibility list, contact the Office of Educator Preparation and Licensure, State Department of Education, P.O. Box 2120, Richmond, VA 23218-2120; telephone at (804) 750-8190.) Have successful experience as a school superintendent or assistant superintendent in an urban district/division with similar student demographics. Additional experience preferred as a director of curriculum or instruction, principal, and/or classroom teacher.
- Have a knowledge of the Every Student Succeeds Act (ESSA), the Virginia Standards of Learning, the Virginia School Performance & Support Framework, and Virginia graduation requirements, including the recent Board of Education guidelines regarding Seat Time Flexibility and alternative paths to standard units of credit.
- Have demonstrated experience designing, leading, or expanding comprehensive high school academy models that seamlessly integrate Career and Technical Education (CTE) pathways with secondary core academics, workforce development, and higher education partnerships.

PREFERRED QUALIFICATIONS

The School Board recognizes that the ideal superintendent will possess a diverse set of skills and experiences. Our specific preferences will be developed through our community engagement process, and we are seeking a leader who exemplifies the following core values:

- **Visionary Instructional Leadership & Student Equity:** An educator who champions a whole-child approach to learning, utilizing data-informed strategies to close achievement gaps and develop progressive, multi-faceted academic programs for all students.
- **Authentic Community Engagement & Partnership:** A transparent communicator and active community member who builds trust through respectful listening and collaborative relationships with families, local employers, and municipal stakeholders.

- **Strategic Resource Management & Organizational Accountability:** An executive with strong foundational business acumen who efficiently aligns fiscal, technological, and human resources to achieve the division's strategic goals and expects high performance across all departments.
- **Collaborative Governance & Executive Leadership:** A trusted organizational leader with experience advising governance boards, navigating regional cultural and political dynamics, and implementing complex change with integrity.
- **Culture of Innovation & Continuous Improvement:** A forward-thinking professional who leverages advanced educational systems research, higher-education partnerships, and innovative best practices to continuously elevate division-wide teaching and learning.

ATTACHMENT B

Background & Overview of Roanoke City Public Schools

I. Regional Overview — Roanoke, Virginia



Roanoke City Public Schools (RCPS) is a progressive, urban school division located in the heart of the Blue Ridge Mountains in Roanoke, Virginia. Roanoke sits at the southern end of the Shenandoah Valley, roughly 190 miles west of Richmond and 240 miles southwest of Washington D.C., and it is located about midway between New York City and Atlanta, making it an accessible hub within the Mid-Atlantic and Southeast.

Roanoke is the largest city in Virginia west of Richmond. Its 2025 population is estimated by the U.S. Census Bureau at approximately 99,100 residents, and the city anchors one of Virginia's largest metropolitan regions. The broader Roanoke Metropolitan Statistical Area (MSA) — which includes Botetourt, Craig, Franklin, and Roanoke counties, the City of Salem, and the Town of Vinton — has an estimated population of 316,550, and Roanoke makes up nearly one-third of that total. The region serves as a hub for transportation, finance, health care, and industry in southwestern Virginia.

Known as the "Star City" for the famous, illuminated Roanoke Star that overlooks downtown from Mill Mountain, Roanoke offers a distinctive mix of small-city charm and big-city amenities. The city is known for its extensive greenway and trail system, award-winning outdoor recreation, historic districts and public art, the Taubman Museum of Art, a growing craft brewery scene, and a walkable downtown filled with locally owned shops and restaurants. Roanoke consistently draws attention as a place where young professionals and families are choosing to put down roots, in part because of its affordability relative to larger East Coast metro areas and its access to the outdoors.



II. About Roanoke City Public Schools

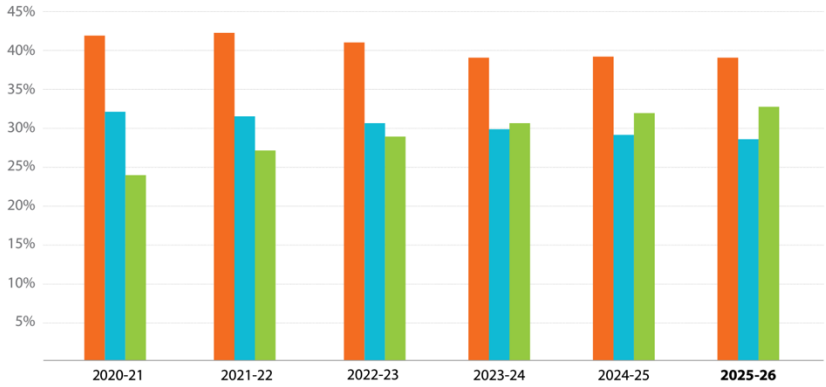
Roanoke City Public Schools serves approximately 13,600 students in grades pre-K through 12 and employs approximately 2,800 people across 29 schools and programs. This includes 17 elementary schools, five middle schools, two high schools, and five program schools:

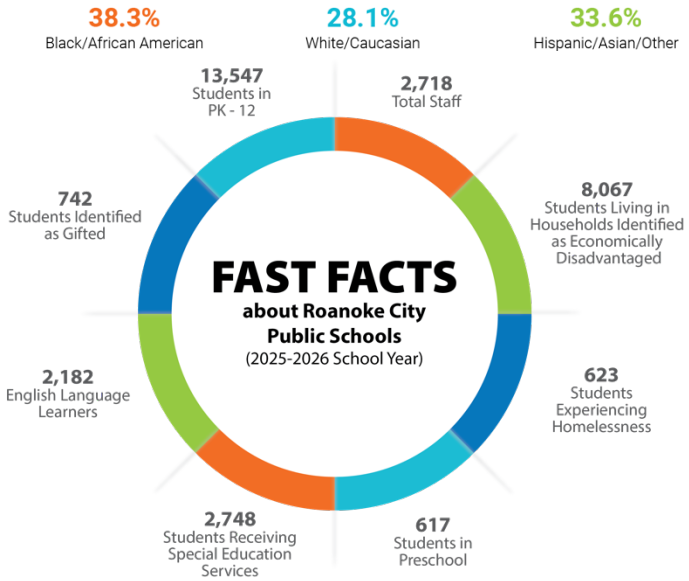
- Roanoke Valley Governor's School for Science and Technology (RVGS), a competitive regional Virginia Governor's School Program focused on science, technology, engineering, and math. RCPS hosts RVGS on one of its two high school campuses and serves as its fiscal agent.

- Two Career & Technical Education Centers adjacent to both high schools: The Charles W. Day Technical Education Center (DAYTEC), which opened in 2024, and the Roanoke Technical Education Center (ROTEC).
- Forest Park Academy, an alternative program for secondary students designed to provide additional academic and wraparound services to ensure on-time graduation.
- Noel C. Taylor Learning Academy, a traditional alternative program for students who need additional behavioral and academic supports.

In addition, RCPS maintains a central administration building with a warehouse, an operations center, and its Community Empowerment Center, which opened in July 2025 and serves as a one-stop hub for wraparound services and support.

RCPS is the 20th largest of Virginia's 131 school divisions by student membership. As an urban school division in Southwest Virginia surrounded by rural and suburban localities, RCPS is unique in its demographics, successes, and needs. Highlights of recent accomplishments are available on the school division's website.





Roanoke's student population has grown steadily more diverse over the past two decades. Much of that shift is driven by rapid growth in the division's English Learner (EL) population. RCPS now serves approximately 2,200 English Learners — the most extensive EL program in Region Six, which spans from Alleghany County to Southside Virginia — and that group has more than doubled over the past 10 years, up 106 percent since the 2015-16 school year. RCPS students collectively represent more than 80 birth countries and speak more than 70 different languages, with Spanish the most common language among EL families. This growth in diversity and need has occurred even as overall enrollment has remained relatively consistent. Over that same ten-year period, the number of students identified as experiencing homelessness rose 25%, and the number of students with disabilities served grew 24%.

III. Student Achievement and Performance Highlights

A complete summary of RCPS' academic performance is available on the Virginia Department of Education's website.

The division's 2025 on-time graduation rate was 84.3%. Students who complete a two-year Career and Technical Education (CTE) program maintain a 100 percent on-time graduation rate. The 2026 graduating class was the largest in RCPS' history, at approximately 930 students.

Since the 2020-2021 school year, chronic absenteeism has dropped by nearly 20% division-wide. Out-of-school suspension days are down 25% over the past two years.

All RCPS preschool programs have met or exceeded expectations on the state's early childhood measurement system, with one elementary school ranked in the top 3% and two in the top 10% statewide. Using Virginia's School Performance & Support Framework, three schools are rated "Distinguished." Further, one middle school is rated top five for reading growth in Region 6, one elementary school was rated top five in math mastery, and another ranked top five in math growth, illustrating the positive growth trajectory within the school division.



IV. Mission, Vision, Core Beliefs, and Strategic Plan

Mission

Roanoke City Public Schools provides an inclusive and equitable, student-centered culture that empowers lifelong learning. Through meaningful, relevant, and engaging learning opportunities, we will empower all students to dream, excel, and meet their full potential to benefit our city and its citizens.

Vision

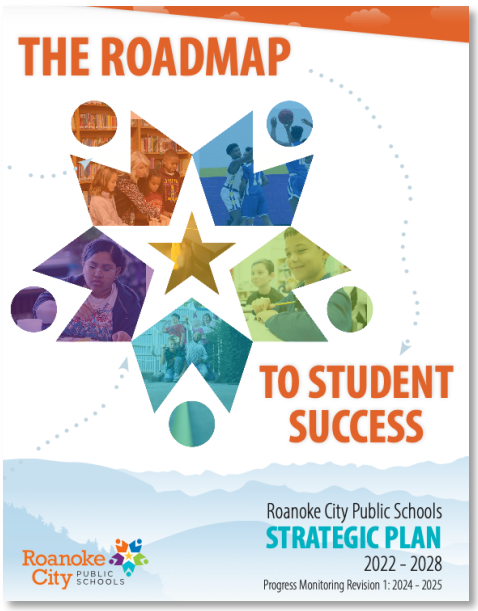
To provide all students with a strong educational foundation that enables them to become lifelong learners and contributing members and leaders of the global community.

Core Beliefs

- We put students first.
- We embrace equity and celebrate diversity.
- We value effective, high-quality instruction.
- We value our community.

The Roadmap to Student Success: 2022–2028 Strategic Plan

RCPS operates under The Roadmap to Student Success, a six-year strategic plan first adopted in spring 2022 and built for revision every two years. The School Board approved an updated version of the plan in June 2025, following input from students, staff, families, community members, and partners. The revision consolidated the plan's original seven pathways into five, sharpening the division's focus on students' evolving needs:



- **Pathway 1 — Academics & Post-Secondary Success:** Literacy, academic growth, and mastery, so every student graduates with a diploma and a resume of skills and experiences that support future success.
- **Pathway 2 — Overall Well-Being & Sense of Community:** Fostering environments where every student feels valued and encouraging engagement that promotes personal growth and belonging.
- **Pathway 3 — Communications & Community Engagement:** Maintaining community trust through timely, transparent communication and strengthening collaboration with families, staff, and community partners.

- **Pathway 4 — Recruitment, Retention, & Professional Growth:** Attracting and hiring a talented workforce, retaining staff through meaningful recognition and support, and investing in professional learning.
- **Pathway 5 — Operations:** Managing fiscal, human, and capital resources responsibly, maintaining safe learning environments, and ensuring transparency and accountability.

V. Governance and Leadership

Roanoke City Public Schools is governed by a seven-member School Board. Board trustees are appointed by the Roanoke City Council to staggered, three-year terms and may be reappointed to serve up to three consecutive terms. The School Board hires the superintendent, who serves at the Board's pleasure and carries out the policies the Board establishes. The current superintendent will retire in June 2027 after completing seven years of service.

VI. Budget & Finances

The RCPS School Board approves an annual budget that the Roanoke City Council then adopts as part of the city's overall budget, since RCPS is a component unit of the City of Roanoke. For the 2026-27 fiscal year (July 1, 2026, through June 30, 2027), the adopted budget totals are as follows:

Fund	FY 2026–27 Adopted Budget
General Fund	$271,017,917
Grants Fund	$20,463,402
Food Services Fund	$12,022,512
Capital Fund	$4,661,230
Total, All Funds	**$308,165,061**

Note: totals include budgeted inter-fund transfers, consistent with the RCPS budget book. Source: RCPS 2026–27 Adopted Budget.

RCPS receives the majority of its funding from the Commonwealth of Virginia and the City of Roanoke, and the city's financial picture has changed significantly in recent years, directly impacting the schools. For 12 years, until 2024, a funding policy guaranteed that 40% of actual local tax revenue would be allocated to public education. Beginning in 2024, the City Council revised this policy several times, moving away from a guaranteed share of local tax revenue and toward a capped, formula-based approach. The current funding policy, approved January 20, 2026, calculates local school funding as 34% of year-over-year local tax revenue growth, added to a fixed 2024-25 base of $106,900,961.

RCPS has consistently been recognized at the state and national levels for its fiscal stewardship, including receiving the Meritorious Budget Award from the Association of School Business Officials International (ASBO) for eight consecutive years, in recognition of the division's excellence in budget presentation and transparency.