



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083
www.dekalb.k12.ga.us/administration/purchasing/solicitations/

REQUEST FOR PROPOSAL

RFP NO. 11-26
DATE: 08/19/10

FOR: **SUPERINTENDENT SEARCH FIRM**

- PROPOSAL SUBMISSION DEADLINE TIME - Before 2:00 PM, Tuesday, September 14, 2010

- PUBLIC PROPOSAL ACKNOWLEDGEMENT - at 2:00 PM, Wednesday, September 15, 2010

>>PROPOSAL RESPONSES MUST BE RECEIVED IN THE CENTRAL PURCHASING OFFICE:

DeKalb County School System
Purchasing/Finance Department
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

PROPOSALS RECEIVED AFTER DEADLINE TIME SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

>>PROPOSALS TO BE ACKNOWLEDGED PUBLICLY AT THE FOLLOWING TIME/LOCATION:

Beginning 2:00 PM, Wednesday, September 15, 2010

DeKalb County School System
Finance Conference Room
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

RFP Contact Person is Uladia Taylor at tayloru@fc.dekalb.k12.ga.us and (678) 676-0279

THE PERSON SIGNING THIS RFP MUST BE LEGALLY AUTHORIZED TO BIND THE COMPANY.

COMPANY NAME _____

ADDRESS _____

AREA CODE, TELEPHONE NO., AND EXTENSION _____

VENDOR'S FAX NUMBER _____

VENDOR E-MAIL ADDRESS _____

PRINT CERTIFYING/ENGAGING COMPANY OFFICIAL'S NAME _____

SIGNATURE OF CERTIFYING/ENGAGING COMPANY OFFICIAL _____

TITLE OF CERTIFYING/ENGAGING COMPANY OFFICIAL _____

FEDERAL I.D. NUMBER _____

DATE _____

VENDOR WEB PAGE ADDRESS _____

Time is of the essence. Specify your earliest _____ and latest _____ service commencement dates after receipt of award letter.

Compliance With Requirements

Offeror must indicate below whether or not their proposal is in complete compliance with the stated requirements. If there are any deviations from these requirements, offeror must indicate in writing what the exact deviations are and what actual services will be provided. Attach and label additional sheets if necessary.

___ Proposal is in complete compliance with proposal requirements.

___ Proposal deviates from stated requirements as follows:

Cancellation

Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School System (DCSS) at any time. In the event of termination of contract by DCSS, the District will be responsible only for those services that have been delivered and accepted according to the RFP requirements.

Funding Provisions

No award or contract will be made if funding is not approved by the DeKalb County Board of Education.

Fiscal Year Funding Implications

The fiscal year for DCSS begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options. This solicitation, any resulting contract(s), and any renewal and extension options shall terminate absolutely without further obligation on the part of DCSS at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

Rights Reserved

DCSS reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. DCSS reserves the right to award any resulting contract in the manner that is in the best interest of DCSS. DCSS reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSS. The decision of DCSS shall be final.

DCSS reserves the right to request and negotiate a "best and final" response from offerors.

Taxes

Purchases made by DCSS are not subject to State, Federal, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

No Obligation/No Award Guaranteed/Cost to Propose

The contract, if any, will be awarded to the offeror whose proposal offers the best value to DCSS in meeting the required scope of work described herein with appropriated funds available. No obligation or commitment is incurred by the DeKalb County Board of Education from the receipt of any proposal, marketing materials, or presentations. There is no guarantee that any offeror will receive an award as a result of submitting a proposal. Any/all costs incurred by the offeror in preparation and submission of this proposal are the sole responsibility of the offeror. Expenses incurred by the offeror will not be reimbursed by DCSS or become a reason for contracting with the offeror.

Offeror must sign below acknowledging the above statement:

Signature: _____

Conditional Proposals

Proposals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

Respondent Failure

In the event services to be furnished by the successful offeror should for any reason fail to conform to the scope of work contained herein, DCSS reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful offeror to perform contracted services may also result in the removal of that vendor from doing business with DCSS for a period of not less than one year.

Addenda

It is the responsibility of offerors to regularly and often check the DCSS Website - Purchasing Bulletin Board for solicitation addenda. Failure on the part of offerors to make themselves aware of and to comply with addenda requirements will not relieve them of this obligation. Click on the following link to the Purchasing Bulletin Board for solicitation addenda.

<http://www.dekalb.k12.ga.us/administration/purchasing/solicitations/>

Georgia Open Records Act

All proposals submitted in response to DCSS solicitations may be subject to the Georgia Open Records Act, which permits any member of the public to inspect and/or copy documents prepared and maintained or received in the course of the operation of the public office or agency.

No Assignment of Award

The successful offeror may not assign the award or contract to or subcontract with another party without the express written permission of DCSS.

The Laws of the State of Georgia

This RFP and subsequent agreement are subject to the laws of the State of Georgia.

Additional Terms

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSS and the successful offeror. DCSS shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

ALL SOLICITATIONS ISSUED BY DCSS ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSS WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Vendors are solely responsible to review and make themselves aware of DCSS solicitations posted on the following website:

<http://www.dekalb.k12.ga.us/administration/purchasing/solicitations/>

Proposal responses will be received in the Purchasing Office between the hours of 8:30 AM and 4:30 PM only, Monday through Friday, excluding school system holidays, furlough days, and inclement weather closings.

DCSS is not responsible for misdirected mail, mail not received, and/or mail delivered late by designated carriers.

PROPOSALS RECEIVED IN THE PURCHASING OFFICE AFTER THE STATED DEADLINE DATE AND TIME SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

PROPOSALS DELIVERED TO ANY SCHOOL OR LOCATION OTHER THAN THE DCSS PURCHASING DEPARTMENT SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

PROPOSALS THAT ARE DELIVERED BY EXPRESS CARRIER, (FEDEX, UPS,) AND RECEIVED IN THE DCSS MAILROOM WITH VERIFYING SIGNATURE BEFORE THE SCHEDULED PROPOSAL DEADLINE MAY BE CONSIDERED RESPONSIVE AND ENTERED INTO THE PROPOSAL TABULATION.

LABELS WITH THE PROPER IDENTIFICATION INFORMATION ARE PROVIDED IN YOUR REQUEST FOR PROPOSAL PACKAGE FOR YOUR CONVENIENCE AND USE. YOU MAY ALSO DOWNLOAD LABELS FROM THE DCSS WEBSITE BY CHOOSING ATTACHMENT 1 AT:

<http://www.dekalb.k12.ga.us/administration/purchasing/solicitations/>

SEALED PROPOSAL RESPONSES MUST BE CORRECTLY ADDRESSED AS SHOWN ON THE REQUEST FOR PROPOSAL COVER SHEET.

BOXES OR EXPRESS CARRIER PACKAGES CONTAINING SEALED PROPOSALS MUST BE CORRECTLY ADDRESSED AS WELL.

RESPONSES RECEIVED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

NOTICE TO OFFERORS

FOR SECURITY REASONS, ALL VENDORS ATTENDING THE PUBLIC PROPOSAL ACKNOWLEDGEMENT MUST REGISTER AT THE FIRST FLOOR FRONT DESK AT 1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GA 30083, BEFORE ATTENDING THE PROPOSAL ACKNOWLEDGEMENT.

ALL OFFERORS SUBMITTING SEALED PROPOSALS IN PERSON TO THE PURCHASING DEPARTMENT MUST HAVE THEIR SEALED PROPOSALS STAMPED WITH THE DATE AND TIME BY A PURCHASING DEPARTMENT REPRESENTATIVE AND MUST LEAVE THEIR SEALED PROPOSALS IN THE CARE OF A PURCHASING DEPARTMENT REPRESENTATIVE. PURCHASING DEPARTMENT REPRESENTATIVES WILL ISSUE RECEIPTS FOR SEALED PROPOSALS IF REQUESTED.

SEALED PROPOSALS LEFT RANDOMLY AT THE BUILDING, THE FINANCE DEPARTMENT, OR THE PURCHASING DEPARTMENT WITHOUT BEING DATE AND TIME STAMPED OR WITHOUT ENSURING A PURCHASING DEPARTMENT REPRESENTATIVE TAKES POSSESSION OF SAME SHALL BE CONSIDERED NON-RESPONSIVE.



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REQUEST FOR PROPOSAL

RFP 11-26

SUPERINTENDENT SEARCH FIRM

THE SCHOOL CANNOT LIVE APART FROM THE COMMUNITY

COMPANY NAME/ ENGAGING OFFICIAL SIGNATURE

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PART I BACKGROUND & INFORMATION

A. OBJECTIVES

The DeKalb County School System is seeking proposals from highly qualified and capable firms specializing in nationwide public school superintendent searches. The successful search firm shall possess a demonstrated track record of success in identifying and attracting the most competent K-12 public school district superintendent candidates available in the United States. The successful search firm shall have no agency representation relationship with potential candidates and shall not function as a placement firm for a pool of clients. The successful firm will work closely with DCSS's Board of Education to match expectations and profile requirements for its new Superintendent.

B. GENERAL INFORMATION

DCSS is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSS is located in the second largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSS has a student enrollment of approximately 99,000 students in Pre-Kindergarten through Grade 12. With 141 schools and centers, DCSS educates the third largest Pre-Kindergarten through Grade 12 student population in the State of Georgia. DCSS is the second largest employer in DeKalb County with over 15,000 full and part time employees.

DCSS is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSS is striving to become the premier K-12 school system of choice and is constantly improving and refining instruction and management to make it as effective, productive, and economical as possible.

DCSS includes:

- 83 Elementary Schools
- 20 Middle Schools
- 22 High Schools
- 13 Specialized Learning Centers
- 3 Administrative Centers
- 5 Athletic Stadiums

Currently, DCSS has 93 Title I schools. DCSS's wide area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Blvd, Stone Mountain, GA 30083. DCSS is governed by a nine-member Board of Education.

C. PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. Proposals must be responsive to all aspects of this RFP.

D. ADDENDA

It is the responsibility of offerors to regularly and often check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSS website. Failure on the part of offerors to make themselves aware of and to comply with addenda requirements will not relieve them of this obligation. All posted addenda must be printed, signed by the offeror, and included in the offeror's RFP submission. Click on the following link to the Purchasing Bulletin Board:

<http://www.dekalb.k12.ga.us/administration/purchasing/solicitations>

E. PROPOSAL DEADLINES

Proposals in response to this RFP must be received by the DCSS Purchasing Department at 1701 Mountain Industrial Blvd, Stone Mountain, Georgia 30083, no later than **2:00 pm, Tuesday, September 14, 2010**. Proposals received after the stated deadline will not be considered.

Proposals will be acknowledged publicly on Wednesday, September 15, 2010 at 2:00 pm.

F. SCHEDULE OF EVENTS

DATE

RFP Advertisement Dates

1st Consecutive Ad in Legal Organ
2nd Consecutive Ad in Legal Organ

Thursday – August 19, 2010
Thursday – August 26, 2010

Pre-Proposal Conference

Tuesday – August 31, 2010, 10:00am

Deadline for Vendors to Submit Questions

Thursday – September 2, 2010, 12:00pm

Posted Responses to Questions*

Friday – September 3, 2010, 12:00 pm

RFP Submission Deadline

Tuesday – September 14, 2010, 2:00 pm

RFP Public Acknowledgment

Wednesday – September 15, 2010, 2:00 pm

Anticipated Board Approval**

October 2010

*Responses to questions will not be posted on official DCSS holidays or furlough days.

**The successful offeror will be formally notified after DCSS board approval.

G. FORMAT & SUBMISSION OF PROPOSALS

The format requirements for RFP responses are designed to ensure uniformity in the responses, provide the information necessary to understand each offeror’s proposal, and facilitate an efficient and comprehensive evaluation of all responses. Proposals must comply with the specifications and detailed instructions stated in this RFP document, must be signed by the certifying company official, and must be presented to the DCSS Purchasing Department according to the detailed instructions stated in this document.

- Proposals must be presented in a 3-ring binder with tabs separating the required sections. All attachments must be identified properly for easy recognition and association.

Each page of the response must be numbered, and the vendor’s company name must appear in the lower right-hand corner of each page.

- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this RFP document. Each separate bullet point must be addressed individually. A response that does not adhere to a “point-by-point” format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all required information may be disqualified.
- RFP responses must be submitted in a sealed container plainly addressed as shown below. Containers not properly labeled as shown below will not be opened or considered.

SEE REQUIRED CONTENT / DOCUMENT CHECK LIST – PAGE 24.

Proposals must be sealed and clearly labeled and addressed as shown below:

SEALED PROPOSAL IDENTIFICATION LABEL:

This information must appear in the lower LEFT corner of your sealed proposal container (whether envelope, box, express carrier package, etc.)

RFP Number: RFP 11-26 RFP Name: SUPERINTENDENT SEARCH FIRM RFP Acknowledgement: Wednesday, September 15, 2010 Bidder’s Name: (Your Company Name)
--

SEALED PROPOSAL ADDRESS LABEL:

This information must appear in the mailing address area of your sealed proposal container (whether envelope, box, express carrier package, etc.)

(SEALED PROPOSAL RESPONSE) Uladia Taylor DeKalb County School System Purchasing Department 1701 Mountain Industrial Blvd Stone Mountain, GA 30083

Boxes, express carrier packages and any other containers enclosing sealed proposals must ALSO be clearly labeled as shown above.

Sealed proposals **MUST** be received by the DCSS Purchasing Department by the **DEADLINE TIME** stated in this solicitation. **Offerors submitting proposals in person must have the date and time stamped on their sealed proposals by a Purchasing Department representative.** Sealed proposals must be placed in the care of a Purchasing Department Representative.

Failure to follow these sealed proposal label and submission requirements may cause proposals to be declared non-responsive and rejected.

Offerors are required to submit one (1) original and fifteen (15) copies of the proposal. Fifteen (15) duplicate copies are required to be submitted with the original in a sealed package. It is recommended that copies be made after the original is complete and fully executed (signed and initialed) by the offeror's authorized representative.

Submit all responses to:

**Uladia Taylor, Assistant Director of Finance/Purchasing
Department of Purchasing/Division of Finance
DeKalb County School System
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083**

RFP responses will NOT be accepted at any other DCSS location.

H. PRE-SUBMISSION CONFERENCE

All prospective respondents are invited and strongly urged **to attend a pre-proposal conference.** The pre-proposal conference will be held on **Tuesday – August 31, 2010, 10:00 am, in the Finance Conference Room, 2nd Floor, DCSS Administrative & Instructional Complex, 1701 Mountain Industrial Blvd, Stone Mountain, GA 30083.**

I. PROPOSAL CONTACT PERSON

The assigned contact person for offerors is Uladia Taylor, Assistant Director of Finance, Department of Purchasing. Ms. Taylor can be reached at (678) 676-0279 or by email at tayloru@fc.dekalb.k12.ga.us.

J. PROHIBITED CONTACTS

Except with the consent of the Proposal Contact Person, all offerors, including any persons affiliated with or in any way related to the offeror, are strictly prohibited from contacting Dekalb County Board of Education members and DCSS employees or consultants on any matter having to do in any aspect with this RFP, other than as provided herein. Any and all contacts with such persons associated with DCSS shall be in writing, in appropriate circumstances or cases, as directed by the Contact Person.

K. QUESTIONS AND ANSWERS

It is intended that this RFP be adequate for any vendor to respond to DCSS's requirements. However, should offerors have questions, all questions shall be submitted electronically to: **Uladia Taylor** at tayloru@fc.dekalb.k12.ga.us. The deadline to submit questions is **Thursday, September 2, 2010, 12:00 PM Noon**. Questions received after the deadline will not be considered. All questions received by 12:00 PM/Noon, Thursday, September 2, 2010, shall be answered in writing and both the questions and answers will be posted to the following website on or before Friday, September 3, 2010, 4:30 PM.

<http://www.dekalb.k12.ga.us/administration/purchasing/solicitations>

PART II GENERAL REQUIREMENTS

A. DUN & BRADSTREET REPORT

DCSS will order a Dun & Bradstreet Comprehensive Report on each offeror. Each offeror must include with his/her original RFP response, a non-refundable certified check made payable to DCSS in the amount of \$67.55.

RFP responses that do not comply with this requirement will be considered non-responsive and will be rejected.

B. OFFEROR PERFORMANCE

The successful offeror is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the offeror to fully perform these obligations may result in cancellation of the award and contract.

DCSS will look to the offeror and his/her identified personnel to coordinate, propose, and deliver the services described in this RFP. The services shall not be delegated to subcontractors or assigned to any third party.

C. NEWS RELEASE

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSS Chief of Staff.

D. NON-DISCRIMINATION

DCSS does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSS supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSS to restrict or impede competition, nor to increase the cost of the work.

E. DRUG-FREE WORKPLACE

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

F. SMOKE-FREE WORKPLACE

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees will not use tobacco products on school property at any time during the performance of this contract.

G. COSTS INCURRED

DCSS is not liable for any costs incurred by an offeror in preparing and/or submitting a response to this RFP or for any interview if requested. Any and all costs incurred by the offeror in preparing and/or submitting a response to this RFP and interviewing with DCSS (if requested) shall be the sole responsibility of the offeror and shall not be reimbursed by DCSS.

There is no guarantee of any offeror receiving an award as a result of submitting a response to this RFP.

H. INSURANCE

1) The successful offeror shall procure and maintain throughout the term of this Agreement a policy or policies of insurance providing coverages as set forth below. These coverages shall be obtained from insurance companies approved to do business in the State of Georgia or companies acceptable to DCSS. Prior to initiation of services, the successful offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSS a certificate(s) of insurance containing the following information:

- (a) Name and address of agent/broker;
- (b) Name and address of insured;
- (c) Name of insurance company, underwriting syndicate, or other insuring entity;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy Number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSS of notice requirements of material adverse change;
- (j) Signature of authorized agent/broker;
- (k) Telephone number of authorized agent/broker; and
- (l) Details of policy exclusions applicable to this Agreement in comments section of Insurance Certificate.

In addition to the Certificates of Insurance, offeror's broker / insurer shall provide copies of the policy endorsements evidencing the coverage(s) for DCSS for liabilities assumed in the final contract by the successful offeror through the Indemnification and Insurance obligations therein.

All certificates / endorsements evidencing primary and excess layers shall be renewed and kept current and up to date on an annual or lesser time basis as needed.

- 2) The successful offeror will be required to maintain the following insurance coverage(s) during the Term of the Agreement:
- (a) Commercial (Comprehensive) General Liability Policy (CGL), or equivalent coverage, to include the contractual obligation of offeror for any liability assumed hereunder; CGL coverage shall include coverage for Personal and Advertising Injury;
 - (b) Offeror shall maintain coverage for Professional Liability.
 - (c) Should the successful offeror desire to structure their insurance program utilizing a Commercial Umbrella or Excess Liability Policy, all such policies shall have sufficient limits to provide that there is no gap in coverage between an underlying policy and the secondary layer;
 - (d) Under all coverages required hereunder, the policy(ies) shall be endorsed to include the following terms and conditions:
 - (i) Except for Professional Liability all coverages shall be on an "occurrence" not "claims made" basis;
 - (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, allowed to lapse, fail to be renewed, or endorsed to adversely change any coverage applicable to DCSS or an Indemnitee for any reason until at least thirty (30) days prior written notice has been given to DCSS;
 - (iii) Shall waive all right of subrogation against Indemnitees for any losses arising out of this Agreement;
 - (iv) All such coverage shall remain in full force and effect during the Term and any renewal or extension thereof;
 - (v) Except for any acceptable secondary layer of protection, the policies shall be primary and not excess to any other coverage provided by or available to the Indemnitees.
 - (e) Under the Commercial General Liability, Professional Liability and Excess Liability coverages required above, the policy(ies) shall be endorsed to include the following terms and conditions:
 - (i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate (if applicable) with insurers approved to conduct business in the State of Georgia
 - (ii) Contractual liability coverage, specifically referencing this Agreement and the Indemnification herein.
 - (iii) Shall include all Indemnitees as Additional Insureds.
 - (iv) A severability of interest or cross liability clause or endorsement applicable to Commercial (Comprehensive) General Liability and any Excess Liability policy(ies).

I. INDEMNIFICATION

- 1) The successful offeror will be required to agree to indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSS, and their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as "Indemnitees"), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSS owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnatee.
- 2) The successful offeror shall be excused from its indemnification obligations above:
 - a) if the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of DCSS or one of the Indemnitees; or
 - b) if DCSS fails to (i) provide written notice of the third party claim or suit as soon as practicable, (ii) cooperate with all reasonable requests of the offeror; or (iii) assist offeror with the defense and/or settlement of such claim or suit.
- 3) Offeror's obligation to indemnify any Indemnatee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

J. INTERVIEWS

DCSS reserves the right to require offerors to participate in one or more interviews with DCSS Board Members and/or staff. Offerors must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

K. CONTRACT TERMS

Upon approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming price and other terms shall be signed by the parties. Services will expect to begin on or about October 1, 2010. The contract duration shall be through June 30, 2011, or upon the employment of the successful superintendent. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. DCSS reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSS, the DCSS will be responsible only for those services and deliverables that have been received and accepted. Non-performance of contract terms will give sufficient cause for DCSS to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the offeror to deliver in the time specified or in the manner required.

L. PERMITS & APPLICABLE LAWS

Offerors shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, State, and Federal laws, ordinances, rules, and regulations necessary to the full execution of the requirements stated herein. Offerors shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Offerors shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSS.

M. INFRINGEMENT

Offeror shall fully indemnify DCSS against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the offeror's response to this Request for Proposal or services performed upon contract award.

N. OWNERSHIP RIGHTS

DCSS shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by offerors to this Request for Proposal.

O. NON-COLLUSION

Offerors shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this Request for Proposal. Further, offerors guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

P. CONFLICT OF INTEREST

Offerors must disclose with their proposal the name of any officer, director, or agent who also is a DCSS employee or Board Member. Offerors must disclose the name of any DCSS employee or Board Member who owns, directly or indirectly, an interest in 5 percent or more in the offeror's company or any of its branches. Offerors shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest, unfair advantage, or personal benefit to any DCSS official.

Q. FINANCIAL STABILITY

- a. Offerors shall provide a copy of their company's audited annual financial statements for the previous two (2) years – 2008 and 2009.
- b. Indicate here if your company is publicly traded or not publicly traded:

My company is publicly traded. _____/

My company is not publicly traded. _____/
- c. If your firm is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2008 and 2009.

R. NO OBLIGATION / NO CONTRACT GUARANTEED

This RFP does not commit DCSS to contract with any respondent to this RFP. There is no guarantee of any respondent receiving an award or contract as a result of submitting a response to this RFP.

S. CONFIDENTIALITY & NON-DISCLOSURE

Information made available to respondents by DCSS shall be used only for purposes related to responding to this RFP and shall not be used for any other purpose without the express written permission of DCSS.

Respondents to this RFP unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSS records that are not public information. Such information may include, but is not limited to student and human resource file contents.

PART III SCOPE OF WORK

A. PURPOSE / PROJECT OVERVIEW

Refer to Part I, Sections A and B, for Objectives and General Information.

The DeKalb County Board of Education intends to conduct a national search for a new superintendent of DCSS. To assist in this effort, the Board of Education intends to contract with a highly qualified, capable, and experienced search firm that has no agency representation relationships with potential superintendent candidates. The Board seeks a firm that will work solely on the Board's behalf and has no commitment to any potential candidates.

The successful offeror will partner closely with the Board of Education to obtain community involvement, develop the candidate profile, and conduct the search.

The successful offeror will offer a range of services tailored to accomplish the superintendent search. The successful offeror will accomplish the objectives, purpose, and scope of work requirements stated below. The offeror's proposal must be comprehensive and include a proposed strategy and cost schedule for all services.

B. PROJECT SCOPE OF WORK

Offerors responding to this RFP are encouraged to be very specific and detailed in their responses to the following Scope of Work. Responses to this RFP will be evaluated for quality, comprehensiveness, and deliverables meeting the following scope of work and criteria.

Please submit your response labeled: **Project Scope of Work**.

Mandatory Proposal Components:

Each proposal must contain the following information:

- a. A description of a typical search conducted by your firm, including how many contacts your firm makes, how your firm obtains those contacts, and your firm's average time for completing a superintendent search. Provide a comprehensive description of how your firm proposes to conduct a superintendent search for the DeKalb County Board of Education.
- b. A detailed description of how your firm intends to solicit and locate candidates for the Board's consideration and whether your firm has prospective candidates it is seeking to place or with whom it has any representation agreement.
- c. A detailed description of the steps your firm will take to provide the Board of Education with a diverse pool of qualified candidates for consideration.

-
- d. Your firm's procedures for assuring candidate confidentiality to the extent allowed by law.
 - e. A detailed description of your firm's ability to provide guidance to the Board of Education in the development of a competitive compensation package and other contract provisions.
 - f. A list and detailed description of **all** superintendent searches completed by your firm during the past three years and indicate whether they were successful or unsuccessful.
 - g. Client references to include names and telephone numbers of comparable school district client contacts who can evaluate the quality of your services.
 - h. A list of the key personnel to be used on this project and their qualifications. For each member of the team, identify each school district for which that team member has conducted or assisted in conducting a superintendent search and provide references with phone numbers for each such school district. Resumes, including education, background, accomplishments, and any other pertinent information, should be included for each of the key personnel to be assigned to the project.
 - i. A detailed description of the process that will be implemented if the search is not completed after one round of candidates.
 - j. A detailed description of your firm's track record in completing superintendent searches successfully, including your firm's ratio of successful to unsuccessful searches.

Specific Search Tasks:

- a. Assist the Board of Education in establishing system-wide goals, identifying specific areas of need within the system, and developing a profile of the ideal candidate.
- b. Prepare a Superintendent Search Survey seeking citizen input and assist in compilation of survey data.
- c. Conduct a series of meetings with members of the DeKalb County Schools community.
- d. Prepare a camera-ready brochure advertising the vacancy and promoting DCSS as an employer.
- e. Arrange for distribution of vacancy announcements.
- f. Prepare and place advertisements of the vacancy in publications as approved by the Board of Education and as required by law.
- g. Prepare a print-ready, customized superintendent application.
- h. Initiate calls to prospective candidates; field all questions from applicants.

-
- i. Receive, review, and process all applications.
 - j. Conduct a screening of applications/materials and assist the Board in identifying candidates to be interviewed.
 - k. Prepare and arrange interviews, including preparation of interview questions.
 - l. At the discretion of the Board of Education, either prepare Board members for interviews or conduct interviews under Board of Education supervision.
 - m. Conduct subsequent interviews with finalist(s) in concert with the Board of Education, if necessary.
 - n. Conduct extensive reference and background checks on the finalists.
 - o. At the discretion of the Board, may assist in negotiating the terms of the employment contract.
 - p. Assist the Board of Education with press release(s) and arrange publicity for announcement of the appointment.
 - q. Notify all applicants of the final decision of the Board of Education.
 - r. Assist in coordinating opportunities for the new superintendent to meet DCSS staff, parents, and community leaders.
 - s. Prepare all correspondence and applications for archival storage in compliance with federal and state laws regarding records retention.
 - t. State the terms under which you would conduct a new search if the selected superintendent leaves DCSS for any reason within one year of appointment.

C. COMPANY PROFILE

Respondents to this Request for Proposal are required to demonstrate, and include with their submissions to this RFP, a full and complete company profile, to include, but not be limited to: the date of establishment, mission statement, type and confirmation of company's legal entity form, company's organizational structure/chart, principals' names and titles, company size in relation to industry, number of employees, company history, financial position, and all relevant current and past experience on similar projects, including the firm's overall experience in recruiting school superintendents and other chief executive officers.

D. REFERENCES

Offeror must provide the names and contact phone numbers of at least three clients, preferably large urban school systems, for whom the offeror has provided (or is providing) executive leadership searches.

E. BROCHURES, CATALOGS, MANUALS, WEBSITES, LITERATURE

In addition to the formal response to this RFP, all respondents are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVD's and any other marketing and informational media which will support and enhance their submission value.

F. ADDED VALUE

Respondents are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to DCSS in their RFP responses.

Attach and label as "**ADDED VALUE.**"

G. EVALUATION CRITERIA

DCSS advertises this RFP as an opportunity for interested and qualified firms specializing in nationwide public school superintendent searches to submit responses consistent with the scope of work stated herein. Respondents to this RFP are encouraged to submit their most comprehensive, innovative, and creative proposals for conducting a superintendent search for DCSS.

All responsive offers will be carefully reviewed and evaluated for responsibility, capacity, business strength, qualifications, expertise, demonstrated experience in conducting successful nationwide public school superintendent searches, and highest and best value to DCSS with consideration to quality, approach, timeliness, dedicated personnel, and value added (if any). Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

DCSS may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive offerors. As a part of the evaluation process, DCSS may find it necessary to evaluate the addition or deletion of components of an offeror's proposal in order to make equivalent comparisons to other proposals. DCSS will select the offeror whose proposal DCSS determines best meets the needs of DCSS, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by DCSS as it deems necessary. The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is an important factor in the determination of the selected proposal.

G. REQUIRED CONTENT / DOCUMENT CHECK LIST

IMPORTANT NOTICE: Failure to provide the information and/or documentation required in this solicitation will cause the submission to be declared non-responsive and rejected.

Refer to Part I, Section G, Page 11, for additional information on the format and submission of proposals. Respondents are required to submit one (1) original and fifteen (15) copies of their response. Responses must be submitted on 8 1/2" x 11" single-sided stock. Respondents must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All RFP submissions must include the following items and attachments in the order specified below:

- The Request For Proposal document, RFP 11-26 – Superintendent Search Firm (MUST BE the first document in the submission); this document consists of Pages 1 – 37 and is located at www.dekalb.k12.ga.us/adminservices/solicitations/purchasing/
- Table of Contents for your submission
- Addenda – Each individual Addendum must be printed, signed and inserted immediately following the Table of Contents (See Part I, Section D, Page 10)
- Project Scope of Work (See Part III, Section B, Pages 20-22)
- Certificate of Insurance (See Part II, Section H, Insurance, Page 15)
- Brochures, Catalogs, Manuals, Website Materials, Industry Literature, DVD's & other marketing media (See Part III, Section E, Page 23)
- Client References (See Part III, Section D, References, Page 23, and Attachment C, Page 27)
- Company Profile, Organizational Chart, Principals Roster, & Project Assignments and Resumes, etc. (See Part III, Section C, Company Profile, Page 22)
- Certified Check in the Amount of \$67.55 for Dun & Bradstreet Report (See Part II, Section A, Dunn & Bradstreet, Page 14)
- Audited Company Financial Statements and Company Annual Reports for 2008 and 2009 (See Part II, Section Q, Financial Stability, Page 19)
- Added Value (if applicable) (See Part III, Section F, Page 23)
- Remember: Fifteen (15) Copies plus an Original, all in 3-ring binders with tabs separating the required sections.

Attachment A

RFP 11-26

SUPERINTENDENT SEARCH FIRM

Summary Cost Sheet

Offeror must provide an itemized list of all costs to DCSS associated with the proposal. A breakout of pricing must be submitted on this form. You may include attachments so long as they are a page-numbered part of your RFP submittal. Include added value services/items at "no cost." The proposed pricing should be for a period covering October 1, 2010 through June 30, 2011, or until the completion of a signed employment contract for the new superintendent.

SERVICE DELIVERABLE	PROPOSED COST TO DCSS
COMPREHENSIVE SUPERINTENDENT SEARCH SERVICES AND CONSULTATION SERVICES FOR DEKALB COUNTY BOARD OF EDUCATION	
ADDED VALUE (NOT REQUIRED/NO COST) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	0
TOTAL COST TO DCSS	

Attachment B

RFP 11-26

SUPERINTENDENT SEARCH FIRM

Critical Paragraphs

Respondents must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the vendor agrees to comply to the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."

- 1) _____ This Request for Proposal does not commit DCSS to any respondent to this RFP. DCSS is not liable for any costs incurred by a respondent in responding to this RFP. There is no guarantee of any respondent receiving an award or contract as a result of submitting a response to this RFP.
- 2) _____ Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSS and must be cleared through the Chief of Staff of DCSS.
- 3) _____ It is the responsibility of respondents to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSS website in relation to this RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so will cause the Offeror to be deemed non-responsive to the requirements of this RFP.
- 4) _____ Respondents to the Request for Proposal agree to fully indemnify DCSS as stated in the RFP, Part II, J, Page 18.
- 5) _____ Respondents certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) _____ The DCSS reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received.

Attachment C

RFP 11-26

SUPERINTENDENT SEARCH FIRM

RESPONDENT’S CLIENT REFERENCES
(You are requested to copy this form and use one form per reference.)

Attach and label “Respondent’s Client References.”

 Company Name Providing Reference

 Address City/State/Zip

 Name of Contact Person

 Telephone Number of Contact Person

 Email Address of Contact Person

 Date/Duration of Service Relationship

Describe in Detail Services Provided (Use additional Sheets if Necessary): _____

Important! This is a vital part of your RFP submission. DCSS will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

 COMPANY NAME/ ENGAGING OFFICIAL SIGNATURE

Attachment D

RFP 11-26

SUPERINTENDENT SEARCH FIRM

Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the respondent by DCSS in relation to this RFP shall be used only for those purposes outlined in the RFP document and shall not be used in any other way without the written permission of the DCSS.

If the offeror is uncertain about the proposed use of information provided in relation to this RFP, the offeror will consult with the DCSS RFP Contact Person as identified in the RFP document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSS records that are not public information. Such information may include, but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which is to be safeguarded by the respondent to ensure that it is not improperly disclosed.

Offeror Company Name

Company Representative

Date

Attachment E

RFP 11-26

SUPERINTENDENT SEARCH FIRM

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFP, the respondent certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the respondent complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the respondent certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the respondent complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective respondent has knowingly rendered an erroneous certification, the DCSS may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective respondent shall provide immediate written notice to the DCSS Purchasing Department if at any time the prospective respondent learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective respondent agrees by submitting this form that, should the proposed transaction be entered into, the prospective respondent shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the respondent is providing the certification set out above.

Signature of Engaging Official: _____ Date: _____
(Offeror Company Name/Certifying Official Signature)

Further, the DCSS's Purchasing Department will check the EPLS website at <http://epls.gov> to determine if the respondent is listed.

Attachment F

RFP 11-26

SUPERINTENDENT SEARCH FIRM

IMMIGRATION & SECURITY CERTIFICATION

To be completed by all DCSS Contractors in connection with the physical performance of services within the State of Georgia.

A. Contractor acknowledges and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this RFP.

B. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et. seq., Contractor must initial one of the sections below:

Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

Contractor has 100 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

Contractor has 99 or fewer employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub. L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

C. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractors in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Contractor will secure from the subcontractor(s) such subcontractor's indication of the employee-number category applicable to the subcontractor.

D. Contractor acknowledges and agrees that Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 shall be attested by the execution of the Contractor Affidavit (attached hereto), or a substantially similar affidavit, which shall be provided to the DCSS.

COMPANY NAME/ ENGAGING OFFICIAL SIGNATURE

E. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Contractor will secure from such subcontractor(s) attestation of the subcontractor(s) compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by execution of the Subcontractor Affidavit (attached hereto), or a substantially similar affidavit, and maintain records of such attestation for inspection by the DCSS at any time.

_____/_____
Signature Printed Name Title

By signing above you are certifying that the representations made herein are true and correct.

Company Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ / email _____

Sworn to and subscribed before
me this _____ day of _____

Notary Public

My Commission Expires: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, company, or corporation which is contracting with the DCSS has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DCSS, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

COMPANY NAME/ ENGAGING OFFICIAL SIGNATURE

Attachment G

RFP 11-26

SUPERINTENDENT SEARCH FIRM

LEGAL PROVISIONS APPLICABLE TO GEORGIA SCHOOL SUPERINTENDENTS

Georgia Constitution

Art. 8, § 5, ¶ III. School superintendents

There shall be a school superintendent of each system appointed by the board of education who shall be the executive officer of the board of education and shall have such qualifications, powers, and duties as provided by general law. Any elected school superintendent in office on January 1, 1993, shall continue to serve out the remainder of his or her respective term of office and shall be replaced by an appointee of the board of education at the expiration of such term.

Official Code of Georgia Annotated

Title 20, Article 5. Local School Superintendents.

§ 20-2-101. Employment; qualifications; concurrent positions

(a) Superintendents of each school system shall be employed by the local board of education under written contracts for a term of not less than one year and not more than three years. Any provision of any such contract which provides for an extension of the duration of employment thereunder, whether automatic or contingent upon the occurrence of one or more events, shall be void if that extension would result in employment under the contract, as extended, for a period which exceeds three years.

(b)(1) No person shall be eligible to be appointed or employed as superintendent of schools of any county or independent school system unless such person is of good moral character, has never been convicted of any crime involving moral turpitude, and possesses acceptable business or management experience as specified by the Professional Standards Commission or the minimum valid certificate or a letter of eligibility for said certificate required by the Professional Standards Commission.

(2) No person shall be eligible to be appointed, employed, or to serve as superintendent of schools of any county or independent school system who has an immediate family member sitting on the local board of education for such school system or who has an immediate family member hired as or promoted to a principal, assistant principal, or system administrative staff on or after July 1, 2009, by that school system. As used in this subsection, the term "immediate family member" means a spouse, child, sibling, or parent or the spouse of a child, sibling, or parent whose term as a member of the local board of education or whose employment as a principal, assistant principal, or system administrative staff in the local school system began on or after January 1, 2010. Nothing in this Code section shall affect the employment of any person who is employed by a local school system on or before July 1, 2009, or who is employed by a local school system when an immediate family member becomes the superintendent for that school system.

(c) Superintendents shall have such additional qualifications as may be prescribed by local law or policies of the local board for that school district, not inconsistent with the provisions of this chapter.

(d) At any time during the 12 months immediately preceding the expiration of an appointed school superintendent's contract or term of office, or when a vacancy in the office of school superintendent occurs, the local board may appoint and employ a successor in accordance with the above provisions of this Code section, notwithstanding that the terms of some or all of the board members will expire before the employment of the superintendent so appointed and employed begins.

(e) A local school superintendent may concurrently serve as a principal, teacher, or in another staff position as directed by the local board in its sole discretion and in accordance with the terms of the contract between the superintendent and the local board. A local school superintendent may also serve concurrently as superintendent of one or more local school systems in accordance with the terms of his or her

respective contracts and upon approval by each affected local school system.

(f) No substantive or procedural right regarding employment or termination of employment of a superintendent by a local school system shall be created by this Code section. Rather, the terms and conditions of employment of a school superintendent by a local school system shall be determined exclusively by the contract between those parties and may include, without being limited to, the conditions under and procedures by which that contract may be terminated prior to the end of the term of that contract.

§ 20-2-103. Oath

Before entering upon the discharge of his official duties the county school superintendent shall take and subscribe to the same oath required of the other officers of this state.

§ 20-2-104. Bond

Each county and independent system school superintendent must give bond with an approved surety company payable to the county or independent system board of education, the amount to be decided by the board. Such bond must be filed with the judge of the probate court of the county and a copy recorded on the records of the judge of the probate court; and it shall be the duty of the superintendent to send a certified copy of such bond to the State School Superintendent, which copy shall be recorded and kept on file at the State Board of Education.

§ 20-2-108. Compensation

Each local school superintendent shall be certified and classified by the Professional Standards Commission as teachers are now classified and certified under Code Section 20-2-200. The superintendents shall receive salaries according to a schedule of minimum salaries fixed by the state board based on classification and certification in the same manner teachers are paid under Code Section 20-2-212; provided, however, that in no event shall the salary of a superintendent be less than \$27,000.00 per year, such salary to be paid in equal monthly installments out of state funds; and in addition thereto, the local board of education shall allow additional compensation for the services to be rendered as may be in its judgment proper and just.

§ 20-2-109. Duties

The local school superintendent shall constitute the medium of communication between the State School Superintendent and subordinate local school officers. The local school superintendent shall be the executive officer of the local board of education; shall be the agent of the local board in procuring such school equipment and materials as it may order; shall ensure that the prescribed textbooks are used by students; shall verify all accounts before an application is made to the local board for an order for payment; and shall keep a record of all official acts, which, together with all the books, papers, and property appertaining to the office, shall be turned over to the successor. It shall be the local school superintendent's duty to enforce all regulations and rules of the State School Superintendent and of the local board according to the laws of the state and the rules and regulations made by the local board that are not in conflict with state laws; and to visit every school within the local school system to become familiar with the studies taught in the schools, observe what advancement is being made by the students, counsel with the faculty, and otherwise aid and assist in the advancement of public education.

§ 20-2-111. Who may administer oaths

The county school superintendent and members of the county board of education are authorized to administer oaths necessary in transacting school business or in conducting investigations before the county boards when sitting as judicial tribunals for determining controversies arising under school laws.

Title 20, Article 6. Quality Basic Education

§ 20-2-210. Annual performance evaluation; professional development plan

(a) All personnel employed by local units of administration, including school superintendents, shall have their performance evaluated annually by appropriately trained evaluators. All such performance evaluation records shall be part of the personnel evaluation file and shall be confidential. In the case of local school superintendents, such evaluations shall be performed by the local board of education. Certificated professional personnel who have deficiencies and other needs shall have professional development plans designed to mitigate such deficiencies and other needs as may have been identified during the evaluation process. Progress relative to completing the annual professional development plan shall be assessed during the annual evaluation process. The state board shall develop a model annual evaluation instrument for each classification of professional personnel certificated by the Professional Standards Commission. The local units of administration are authorized to use the models developed by the State Board of Education.

(b) Annual teacher evaluations shall at a minimum take into consideration the following:

- (1) The role of the teacher in meeting the school's student achievement goals, including the academic gains of students assigned to the teacher;
- (2) Observations of the teacher by the principal and assistant principals during the delivery of instruction and at other times as appropriate;
- (3) Participation in professional development opportunities and the application of concepts learned to classroom and school activities;
- (4) Communication and interpersonal skills as they relate to interaction with students, parents, other teachers, administrators, and other school personnel;
- (5) Timeliness and attendance for assigned responsibilities;
- (6) Adherence to school and local school system procedures and rules; and
- (7) Personal conduct while in performance of school duties.

(c) In making a determination of the academic gains of the students assigned to a teacher, evaluators should make every effort to have available and to utilize the results of a wide range of student achievement assessments, including those utilized by the teacher, set by the local board of education, or required under this article. It is recognized that in some instances a determination of the academic gains of the students assigned to a teacher is dependent upon student assessments which have not yet been administered at the time of the annual evaluation or, if they have been administered, the results are not yet available at the time of the annual evaluation. In such instances, the annual teacher evaluation shall be performed on the basis of information available at the time and shall be considered as the annual evaluation for the purposes of this article. As results of student assessments subsequently become available, an addendum to the annual evaluation shall be completed and become part of the teacher's cumulative evaluative record which may be used in a teacher's subsequent annual evaluations.

(d) The superintendent of each local school system shall identify an appropriately trained evaluator for each person employed by the local unit of administration for the purposes of completing an annual evaluation as required in subsections (a) and (b) of this Code section. The evaluator shall be required to complete such annual evaluation for each certificated person prior to April 1 of each year. The superintendent of each local school system shall be responsible for ensuring compliance with this Code section.

(e) In addition to the evaluation by a trained evaluator provided for in subsection (a) of this Code section, the local school system may require each principal and assistant principal of a school to have his or her performance evaluated annually by the teachers in the school. Such evaluations by teachers shall be confidential, solicited and recorded on an anonymous basis, and made available only to the local school superintendent and the local board of education. Such evaluations shall not be subject to Article 4 of Chapter 18 of Title 50.

(f) Any teacher who removes more than two students from his or her total class enrollment in any school year under subsection (b) of Code Section 20-2-738 who are subsequently returned to the class by a placement review committee because such class is the best available alternative may be required to complete professional development to improve classroom management skills, other skills on the identification and remediation of academic and behavioral student needs, or other instructional skills as identified in a plan derived by the principal of the school in consultation with the teacher.

Attachment H
RFP 11-26
SUPERINTENDENT SEARCH FIRM
SIGNATURE PAGE

I certify that I have read this RFP document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this RFP. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this RFP submittal. Further, I certify that the contents of the response to this RFP are true, accurate and complete.

Printed Name/Engaging Authorized
Company Official

Position/Title

Offeror's Company Name

Signature/Engaging Authorized
Company Official

E-mail address

Date

Telephone Number

END OF RFP