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for  
SEARCH FIRM SERVICES  
for the  
SANTA CLARA COUNTY OFFICE OF EDUCATION

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A. D. Bursch, CPM  
Purchasing Manager

**INSTRUCTIONS & CONDITIONS**  
for  
**SEARCH FIRM SERVICES**  
for the  
**SANTA CLARA COUNTY OFFICE OF EDUCATION**

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education, San Jose, California, hereinafter referred to as the SCCOE or the Office, will receive up to, but no later than, **Wednesday, November 14, 2007, at 3:00 p.m.**, sealed proposals for the award of a contract for search firm services.

Proposals shall be received in the office of the Purchasing Manager of the SCCOE at 1290 Ridder Park Drive, San Jose, California 95131.

The Santa Clara County Office of Education reserves the right to reject any or all proposals and to waive any informality in the proposal process.

**CONTACT**

Questions regarding this proposal shall be directed to the Purchasing Manager, Andy Bursch, via e-mail at [andy\\_bursch@sccoe.org](mailto:andy_bursch@sccoe.org) or via phone at (408) 453-6858 after November 5, 2007.

**PREPARATION OF PROPOSAL**

The County Office of Education is requesting Eight (8) copies of the proposals be submitted. All proposals submitted must be in sealed envelopes bearing on the outside the name of the consulting firm, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of each consulting firm to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the consulting firm unopened.

**SIGNING OF PROPOSALS**

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The consulting firm's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

**QUALIFICATIONS**

All consulting firms may be required to furnish evidence of their technical ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the Santa Clara County Office of

Education, or who is a defaulter as surety, contractor or otherwise within the past twelve (12) months.

### ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

### ASSIGNABILITY

A contract is not assignable by the consulting firm either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

### COMPLIANCE WITH STATUTE

The consulting firm hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

### PROPOSAL RESULTS

Proposal results are available for inspection in the Purchasing Office, Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, California 95131 upon execution of contract to the successful consulting firm.

### PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for sixty (60) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

### MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of the proposal as not being responsive to the Proposal. No oral or telephonic modification of any proposal submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the consulting firm was placed in the mail prior to the proposal opening.

### ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

### WITHDRAWAL OF PROPOSALS

Consulting firms may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

### EVIDENCE OF RESPONSIBILITY

Upon the request of the SCCOE, a consulting firm whose proposal is under consideration for award may be required to submit promptly to the SCCOE's satisfaction evidence showing the consulting firm's financial resources, experience, and organization for the performance of the contract.

### LISTING SUBCONTRACTORS

Each consulting firm shall include with the sealed proposal a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

### WORKER'S COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, consulting firm shall secure the payment of compensation to employees. Consulting firm shall sign and file with SCCOE the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The certificate is included herein.

### AFFIRMATIVE ACTION

1. The consulting firm shall comply with the Santa Clara County Office of Education Affirmative Action Employment Program adopted by the Board of Education on January 13, 1976, especially Section 12, Contract Compliance (a copy of the section attached hereto).

2. A complete copy of the Affirmative Action Employment Program may be requested through the Purchasing Manager, General Services Department, Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, California 95131.
3. The consulting firm shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

### INSURANCE REQUIREMENTS

Consulting firm shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Public Liability Insurance for injuries including accidental death to any one person in an amount not less than \$1,000,000;
2. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000;
3. Property Damage Insurance in an amount not less than \$500,000;
4. Worker's Compensation Insurance in an amount adequate to cover all employees;
5. Professional Liability Insurance (errors and omissions) in an amount not less than \$1,000,000;
6. Automotive and truck where operated in amounts as above.

### PROOF OF CARRIAGE OF INSURANCE

Consulting firm shall not commence work nor shall consulting firm allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by SCCOE:

1. Certificates and insurance policies shall include the following clause:  
"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to SCCOE stating date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."
2. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

### COUNTY OFFICE OF EDUCATION RIGHTS AND OPTIONS

The Santa Clara County Office of Education reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate the County Office of Education to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

### CONFLICT OF INTEREST

Identify any current or former SCCOE employee or relative of SCCOE employee employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the SCCOE that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

**SERVICE REQUIREMENTS**  
FOR  
**SEARCH FIRM SERVICES**  
FOR THE  
**SANTA CLARA COUNTY OFFICE OF EDUCATION**

**INTRODUCTION**

At the direction of the Board of Trustees, the Santa Clara County Office of Education is inviting interested search firms to demonstrate their ability to provide assistance with the identification and recruitment of candidates for the position of Superintendent of Schools. The Office will be selecting a search firm to supply the above referenced services based on their areas of expertise, experience, responses to the requirements section of this RFP, and the interview process.

The Office is a Class II intermediate unit serving 32 K-12 and 4 community college districts. Direct instructional programs are provided to students with diverse needs, and include special, alternative, and migrant education, child development, and occupational training programs.

The Office also provides school districts with a wide range of support services in instruction, business, and personnel which enhance the districts' ability to provide a quality education for students. In many cases, these services meet California Department of Education requirements and link districts to the State system.

The Office has five major units (Administration, Business, Instruction, Human Resources and Student Services), approximately 1900 employees, and a budget which exceeds \$250,000,000.

**CONTRACT TERM**

Contract award date through the successful hiring of a Superintendent.

**PROPOSAL REQUIREMENTS**

Proposals must include the following:

1. **Detailed description of the process and all associated costs provided in an itemized format.** The selected search firm will work in collaboration with a SCCOE liaison. Some services may be provided by or in collaboration with the SCCOE liaison.
2. **Timeline for the process**

### **3. Services**

- A. Assist Board with the development of a hiring profile.
- B. Assist Board with national advertising of the position.
- C. Assist Board with recruitment of high quality applicants that match the established profile.
- D. Assist the Board with the facilitation of the applicant screening process.
- E. Assist the Board with the facilitation of the interview processes.
- F. Conduct preliminary background check
- G. Solicit community input
- H. Experience in conducting nationwide searches

### **4. Samples of related materials (advertising, survey forms, reports, etc.)**

### **5. Experience/References**

- A. Background information about your firm
- B. Describe searches conducted for County Offices of Education, Regional Service Centers or large urban school districts; include the average length of time the candidates remained on the jobs.
- C. Provide resumes of key members of the project team, specifically the team leader assigned to facilitate this proposal.
- D. Provide the names, addresses, phone numbers, and email address of three past or current clients who may be contacted to attest to your ability to perform the requested services.

### **6. Guarantee**

- A. What kind of guarantee does your firm provide in the event of an unsuccessful search?

### **SELECTION PROCESS**

Written responses will be evaluated and screened down to between three and five consulting firms. As finalists may be asked to meet with the SCCOE Board for interviews the evening of November 26<sup>th</sup>, we ask that you please keep this date open on your schedules. The Board will negotiate final terms, conditions, and pricing of the agreement with the top rated firm.

### **EVALUATION FACTORS**

The evaluation of proposals and the basis of award will be based on the review and analysis of numerous factors, which will include, but not be limited to, the following:

1. The consulting firm’s detailed process for conducting the requested services.
2. The consulting firm’s background, qualifications, experience and guarantee in providing work as identified in the Proposal Requirements section of this RFP.
3. References of work done of a similar nature in California. Include the number of clients in California, number of clients in Santa Clara County, number of years in education services, and all other factors that indicate the firm’s commitment to perform satisfactorily, including responsiveness and availability.
4. Costs, including hourly rates for all levels of service, different personnel costs, travel time cost, and all associated costs for support services of work processing, copying, etc. All costs must be identified in your proposal. All costs are negotiable until contract signing. Suggestions: consulting firms are encouraged to offer cost reduction suggestions.

#### TIMELINE

RFP Issuance	October 25, 2007
RFP’s Due To COE	November 14, 2007
Interview of Finalists	November 26, 2007
Contract Award	November 26, 2007
Contract Start	November 27, 2007
Candidate Identified	March 30, 2008
Supt. Contract Signed	May 1, 2008
Superintendent Starts	July 1, 2008

#### SUBMITTALS

Include the following information in your response:

1. Company profile information as described in the Selection Process section
2. Search process description
3. Qualifications of personnel
4. References
5. All appropriate Attachment Forms
6. Other pertinent data (cost savings suggestions, communications plans, etc.)