

FAYETTE COUNTY DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

Executive Search Services

Chief Operating Officer with Anticipated Pathway to President/Chief Executive Officer

Respondents must provide a complete scope, timeline, deliverables, assumptions, and pricing for the required base scope described in this RFP, along with separate pricing for all optional and à la carte services.

RFP Number	2026-0821
Issue Date	August 21, 2026
Deadline for Questions	September 1, 2026
Responses to Questions	September 4, 2026
Proposal Due Date	September 10, 2026
Anticipated Selection	September 25, 2026
Submission Contact	Niki Vanderslice nvanderslice@fayettega.org

1. Invitation and Notice

The Fayette County Development Authority (FCDA) invites qualified executive search firms and consultants to submit proposals to assist FCDA with the recruitment and selection of a Chief Operating Officer (COO) who is expected, following a structured transition and satisfactory performance, to be considered for formal appointment by the FCDA Board of Directors as President/Chief Executive Officer.

FCDA is requesting proposals for a defined base scope of Candidate Identification and Screening, together with separately priced optional and à la carte services. Respondents must submit a complete proposal and fee for the base scope and a detailed fee schedule for optional services. FCDA reserves the right to select the base scope, add or remove optional services, negotiate a combination of services, reject all proposals, or make no award.

This is not a routine vacancy. The selected firm must understand and be able to communicate a planned succession model in which the successful candidate is initially hired as COO and may later transition to President/CEO through formal Board action.

2. About FCDA

FCDA is a public development authority serving Fayette County, Georgia. The organization works with local governments, state and regional partners, utility providers, site consultants, brokers, existing industries, prospective businesses, and community stakeholders to advance economic development and long-term economic vitality.

In 2026, FCDA completed an organizational development assessment and adopted a succession-planning framework. The assessment recommends a structured leadership transition designed to preserve institutional knowledge, maintain external relationships, and provide the incoming executive with an intentional period of onboarding and development.

3. Search Context and Leadership Transition

The successful candidate will be hired initially as Chief Operating Officer and will report to the current President/CEO. During the initial transition phase, the COO is expected to assume responsibility for internal management, staff coordination, operational performance, policy execution, financial and administrative systems, board support, and cross-functional project management.

The anticipated transition structure includes an initial period of approximately six to nine months during which the current President/CEO retains executive authority while preparing the COO to assume the chief executive role. Subject to satisfactory performance, readiness, and formal action by the FCDA Board of Directors, the COO may then be appointed President/CEO. The current President/CEO may subsequently serve in a limited Strategic Advisor capacity for an additional period.

Respondents must explain how they will present this opportunity accurately and attract candidates who are qualified for the COO role, aspire to the President/CEO position, and are comfortable with the defined transition structure.

4. Position Overview

Chief Operating Officer - Initial Role

- Serve as the senior internal executive responsible for day-to-day organizational operations.
- Supervise and coordinate FCDA staff and promote accountability, collaboration, and professional development.
- Translate Board-approved goals and executive direction into work plans, timelines, measurable outcomes, and staff assignments.
- Oversee administrative systems, records, technology, vendors, financial procedures, internal controls, and policy implementation.
- Support Board and committee meetings, governance processes, follow-up items, and organizational compliance.
- Coordinate cross-functional economic development, community development, marketing, workforce, real estate, and operational initiatives.
- Maintain confidentiality concerning prospects, real estate, personnel, Board deliberations, and other sensitive matters.

Anticipated President/CEO Role

- Serve as FCDA's chief executive and primary representative to the Board, county officials, partners, business leaders, and the public.
- Lead business recruitment, prospect engagement, site consultant relationships, and state and regional economic development partnerships.
- Provide strategic leadership and guide implementation of FCDA's strategic priorities.
- Maintain trusted relationships with elected officials, community partners, utilities, brokers, industry leaders, and other stakeholders.
- Provide executive direction to staff and ensure strong governance, fiscal stewardship, organizational performance, and public accountability.
- Serve as FCDA's primary spokesperson and visible community and statewide economic development leader.

The final job description, candidate profile, compensation range, and recruitment materials will be approved by FCDA before public release.

5. Objectives of the Engagement

1. Develop or confirm a clear Ideal Candidate Profile aligned with FCDA's strategic priorities and succession model.
2. Create a qualified and diverse candidate pool that includes both active applicants and passive prospects.
3. Provide an organized, fair, consistent, and well-documented candidate evaluation process.
4. Protect the time of the Board and Search Committee by presenting useful, decision-ready candidate information.
5. Help FCDA clearly communicate the opportunity, transition structure, expectations, and governance process.
6. Support a successful appointment that preserves continuity and positions FCDA for long-term leadership success.

6. Scope of Services and Required Pricing

Respondents must provide a narrative, work plan, schedule, deliverables list, assumptions, exclusions, and not-to-exceed fee for the required base scope below. All additional services must be separately priced on an à la carte basis.

Required Base Scope - Candidate Identification and Screening

- Facilitate a kickoff meeting and confirm the Ideal Candidate Profile, qualifications, and recruitment strategy.
- Review and make limited refinements to the job description and position announcement.
- Conduct direct sourcing and confidential outreach to active and passive candidates.
- Recommend and coordinate advertising and professional network outreach.
- Receive or manage applications, as proposed by the respondent.
- Review resumes, cover letters, professional history, credentials, and relevant publicly available information.
- Conduct initial consultant interviews and preliminary qualification verification.

- Conduct basic reference checks for recommended candidates.
- Prepare a comparative candidate matrix and written summaries.
- Present approximately six to ten recommended candidates or another clearly proposed number.
- Conduct a formal handoff meeting to the Search Committee.

Optional and À La Carte Services

Respondents must provide separate pricing, assumptions, and scope descriptions for each optional service offered. FCDA may elect to add any combination of these services during the engagement.

- Substantive professional reference interviews.
- Education, certification, employment, criminal, driving, credit, civil litigation, or other legally appropriate background checks.
- Leadership, behavioral, communication, or management assessments.
- Structured interview facilitation and scoring support.
- Practical exercises, written assignments, presentations, or assessment-center services.
- Compensation analysis, offer preparation, and negotiation assistance.
- Additional sourcing or reopening of the search if the initial pool is insufficient.
- Candidate and finalist travel coordination.
- Additional Board or Search Committee meetings.
- Finalist communications and scheduling support.
- Other executive-search support services proposed by the respondent.

7. Minimum Deliverables

Deliverable	Required Base Scope
Kickoff/profile session	Required
Job description/profile refinement	Included; one consolidated review and one revision
Recruitment brochure/announcement	Included; one consolidated review and one revision
Direct outreach to passive candidates	Required
Application management	Required
Resume/application screening	Required
Initial consultant interviews	Required
Candidate summaries and matrix	Required
Interview design/facilitation	Optional
Reference checks	Required - basic
Background checks	Optional
Offer/negotiation support	Optional
Replacement guarantee	State terms

8. Anticipated Procurement and Search Schedule

Milestone	Anticipated Date
RFP issued	August 24, 2026
Deadline for written questions	September 1, 2026
Responses/addendum issued	September 4, 2026
Proposals due	September 10, 2026
Interviews with shortlisted firms, if held	To be determined
Anticipated selection and authorization	September 25, 2026
Contract execution/kickoff	October 5, 2026
Target candidate presentation	November 5, 2026
Target appointment	November 15, 2026
Target employment start date	December 1, 2026

The timeline following selection is preferred and subject to change. Respondents must identify any proposed deviations, dependencies, or alternative timing in the firm's response.

9. Minimum Firm Qualifications

- Demonstrated experience conducting executive searches for economic development organizations, development authorities, local governments, public agencies, chambers of commerce, nonprofit organizations, or similarly governed entities.
- Demonstrated experience with planned succession, executive transition, or searches in which an incumbent leader remains during onboarding.
- Experience identifying and recruiting passive candidates through direct and confidential outreach.
- Knowledge of economic development leadership roles, public-sector governance, Board relations, and the Southeastern or Georgia market.
- Qualified personnel with clearly defined roles and sufficient availability to meet the proposed schedule.
- Ability to protect candidate confidentiality while complying with applicable public-sector records and procurement requirements.
- No actual or potential conflict that would materially impair the firm's ability to conduct the search.

10. Proposal Requirements

1. Cover Letter. Provide the firm's legal name, address, primary contact, telephone number, email address, and confirmation that the proposal remains valid for at least 120 days.
2. Understanding of the Engagement. Describe the firm's understanding of FCDA, the COO-to-President/CEO succession model, the challenges of the assignment, and the factors most important to a successful search.
3. Firm Experience. Describe relevant executive search, economic development, public authority, Board-led, and succession-planning experience.
4. Assigned Team. Identify the lead consultant and all personnel who will work on the engagement, including roles, biographies, availability, and other current commitments.
5. Methodology and Work Plan. Provide the methodology, work plan, schedule, deliverables list, assumptions, and exclusions for the required base scope, and clearly distinguish any optional or à la carte services.
6. Candidate Sourcing Strategy. Explain how the firm identifies passive candidates, approaches prospects confidentially, develops referral networks, and avoids relying primarily on advertising.

7. **Evaluation Process.** Describe resume review, interviews, scoring, public-information review, reference checks, assessments, and quality-control procedures.
8. **Confidentiality and Public Records.** Describe the firm's approach to candidate confidentiality, record retention, communications, and public-sector disclosure requirements.
9. **Conflicts and Off-Limits Restrictions.** Identify relevant client restrictions, off-limits agreements, or conflicts that could limit the candidate pool.
10. **Successful Placements and Guarantees.** Provide placement completion rates, average time to placement, retention information, and replacement guarantee terms.
11. **References.** Provide at least three references for comparable assignments completed within the last five years.
12. **Fee Proposal.** Provide a not-to-exceed fee for the required base scope, a detailed fee schedule for all optional and à la carte services, reimbursable expense assumptions, invoicing schedule, cancellation terms, and any other costs.
13. **Exceptions.** Clearly identify any exceptions to this RFP or proposed contract terms.

11. Fee Proposal Format

Service	Professional Fee	Estimated Expenses	Not-to-Exceed Total
Required Base Scope -			
Candidate Identification and Screening	\$_____	\$_____	\$_____

Respondents must also attach a detailed à la carte fee schedule identifying the price, pricing basis, assumptions, and any estimated expenses for each optional service. Respondents must identify any percentage-based, contingent, milestone, success, administrative, or other fees that may apply.

12. Evaluation and Selection

FCDA intends to select the proposal that provides the best overall value. Selection will not necessarily be based on the lowest fee. FCDA may conduct interviews, request clarifications, check references, negotiate scope or price, and request a best and final offer.

Evaluation Criterion	Weight
Understanding of FCDA and the succession model	15%
Relevant executive-search and economic-development experience	20%
Methodology, direct sourcing, and candidate evaluation process	25%
Qualifications and availability of assigned personnel	15%
References, successful placements, and guarantee terms	10%
Schedule, responsiveness, and project management	5%
Cost and overall value	10%

13. Interviews and Presentations

FCDA may invite one or more respondents to participate in an interview or presentation. Respondents should be prepared to discuss the proposed lead consultant, direct-sourcing strategy, anticipated challenges, candidate confidentiality, project schedule, deliverables, fee structure, and experience with comparable succession searches.

14. Submission Instructions

- Submit one electronic PDF proposal to: nvanderslice@fayettega.org.
- Use the subject line: Proposal - Executive Search Services - [FIRM NAME].
- Proposals must be received no later than close of business (5:00 p.m. Eastern Time) on September 10, 2026. Late proposals may be rejected.
- Questions must be submitted in writing to Niki Vanderslice at nvanderslice@fayettega.org by September 1, 2026.
- Respondents may not contact individual FCDA Board members or staff concerning this procurement except through the designated contact.

15. Terms and Conditions

- FCDA reserves the right to reject any or all proposals, waive informalities, request additional information, negotiate with one or more respondents, or cancel the procurement.
- All costs of proposal preparation and participation in the selection process are the responsibility of the respondent.
- Submission of a proposal does not create a contract or entitlement to compensation.
- The selected firm must enter into a written professional services agreement acceptable to FCDA.
- The selected firm must maintain appropriate insurance and provide evidence of coverage upon request.
- The selected firm must comply with applicable federal, state, and local laws, including nondiscrimination requirements.
- The selected firm must disclose actual or potential conflicts of interest and promptly update FCDA if circumstances change.
- Candidate records, reports, matrices, and other work products created for FCDA will be handled as provided in the final agreement and applicable law.
- No public announcement regarding the engagement or candidates may be made without FCDA's prior written approval.
- The successful respondent may not assign the engagement or substitute the lead consultant without FCDA's written approval.

16. Contract Expectations

- A designated project manager and clear communication protocol.
- Regular written progress reports appropriate to the required base scope and any selected optional services.
- Timely notice of risks, delays, candidate concerns, or market conditions affecting the search.
- Protection of confidential and sensitive information.
- Clear ownership and retention terms for candidate records and work products.
- Defined deliverables, acceptance criteria, invoicing milestones, termination rights, and replacement guarantee.

- Background-check authorization and compliance with applicable consumer reporting and employment laws.

17. Attachments

- Attachment A - Draft Chief Operating Officer Job Description.
- Attachment B - Draft President/Chief Executive Officer Job Description.
- Attachment C - Summary of Leadership Transition and Succession Model.
- Attachment D - Required Fee Proposal Form.
- Attachment E - Respondent References Form.
- Attachment F - Draft Professional Services Agreement.

ATTACHMENT A

Draft Chief Operating Officer Job Description

Position Summary

The Chief Operating Officer (COO) is responsible for the internal management, operational performance, and staff coordination of the Fayette County Development Authority (FCDA). Reporting directly to the President/CEO, the COO supervises all FCDA staff and ensures that organizational goals, Board priorities, economic development initiatives, community development projects, administrative functions, and compliance responsibilities are executed effectively.

The COO serves as the senior internal executive for day-to-day operations, translating strategic direction into work plans, managing staff performance, strengthening internal systems, coordinating cross-functional projects, and ensuring the organization operates with professionalism, accountability, and sound public-sector governance.

Responsibilities and Duties

Organizational Leadership and Staff Supervision

- Supervise all FCDA staff and coordinate the day-to-day work of the organization.
- Ensure staff responsibilities, priorities, deadlines, and performance expectations are clearly defined and consistently managed.
- Lead regular staff meetings and internal coordination across economic development, community development, operations, marketing, and administrative functions.
- Provide coaching and support to staff to promote high performance, collaboration, and professional development.
- Coordinate hiring, onboarding, training, performance reviews, corrective action, and personnel documentation in accordance with adopted policies.

Strategic Execution and Work Plan Management

- Translate Board-approved goals and the President/CEO's strategic direction into annual work plans, project timelines, and measurable outcomes.
- Monitor progress on organizational priorities and ensure timely follow-through by staff and project teams.
- Manage internal reporting on key initiatives, operational performance, and organizational outcomes.
- Identify internal capacity needs, process gaps, and opportunities for operational improvement.

Operations and Administration

- Oversee internal operating systems, including office operations, administrative procedures, vendor coordination, records management, technology, and workflow.
- Develop, maintain, and recommend updates to internal policies, procedures, and operating practices.
- Ensure organizational files, contracts, records, project materials, and board documents are maintained in an orderly and accessible manner.
- Provide high-level administrative support to the President/CEO and Board of Directors.

Board Relations and Governance

- Support the President/CEO in preparing for Board of Directors and committee meetings.
- Oversee preparation and distribution of board agendas, minutes, reports, resolutions, and supporting materials.
- Ensure timely follow-up on board action items, committee assignments, and governance requirements.

- Assist with board orientation, policy updates, and annual governance processes.

Financial Management and Internal Controls

- Support the President/CEO in preparing, monitoring, and managing the annual budget.
- Oversee internal financial procedures, including accounts payable, accounts receivable, expense documentation, credit card controls, vendor records, and financial reporting support.
- Monitor expenditures and identify opportunities for cost savings and improved resource allocation.
- Coordinate with accountants, auditors, legal counsel, and professional service providers as directed by the President/CEO.
- Ensure financial records and practices support transparency, audit readiness, and compliance with applicable policies.

Compliance and Risk Management

- Support compliance with applicable laws, policies, reporting requirements, and board-adopted procedures.
- Coordinate internal processes related to open meetings, open records, records retention, ethics, conflicts of interest, procurement, personnel, and financial controls.
- Maintain appropriate confidentiality of prospect information, business recruitment activity, real estate matters, and personnel records.
- Support the President/CEO in identifying organizational risks and recommending policies or procedures to address them.

Cross-Functional Project Coordination

- Coordinate staff support for major FCDA initiatives, including economic development projects, community development, real estate activities, workforce efforts, marketing campaigns, and events.
- Ensure internal project teams have clear assignments, timelines, and communication protocols.
- Track project milestones and internal responsibilities to ensure timely execution.
- Assist the President/CEO in preparing reports and presentations for the board, county officials, partners, and stakeholders.
- Perform other duties as assigned by the President/CEO.

Skills and Educational Requirements

- Bachelor's degree in Business Administration, Public Administration, Economic Development, Nonprofit Management, Finance, or a related field required; Master's degree preferred.
- Minimum of seven years, preferably 10, of progressively responsible experience in operations management, public administration, economic development, local government, or a related field.
- Minimum of five years of supervisory or senior management experience preferred.
- Experience managing staff, budgets, board support, compliance, and cross-functional projects.
- Knowledge of public authorities, nonprofit operations, or public-sector governance preferred.
- Ability to manage confidential information with discretion and professionalism.
- Strong verbal, written, organizational, leadership, and problem-solving skills.
- Valid driver's license and ability to satisfy FCDA's driving requirements.

Inter-Relationships

- Reports directly to the President/CEO.
- Supervises all FCDA staff.
- Works with the Board of Directors, board committees, local and statewide government organizations, community partners, businesses, vendors, and professional advisors.

Needed Attributes

- Sound judgment and high integrity.
- Strong leadership presence with the ability to supervise and hold staff accountable.
- Ability to work productively without constant supervision.
- Strong organizational and multitasking skills.
- Excellent verbal and written communication skills.
- Discretion and respect for confidentiality.
- Professional demeanor and calm, solutions-oriented management style.
- Self-discipline, punctuality, and collaborative approach.
- Commitment to public service and Fayette County's economic vitality.

ATTACHMENT B

Draft President/Chief Executive Officer Job Description

Position Summary

The President/Chief Executive Officer (CEO) is the chief executive and public face of the Fayette County Development Authority (FCDA). Accountable to the Board of Directors, the CEO provides strategic leadership, cultivates the external relationships that drive economic development outcomes, and ensures the organization operates with integrity, effectiveness, and alignment to the board's priorities.

The CEO leads FCDA's business recruitment, investor and partner relations, community and governmental engagement, and strategic planning efforts. Internally, the CEO sets direction, delegates operational execution to the Chief Operating Officer and staff, and ensures organizational performance, governance compliance, and institutional credibility are maintained at the highest level.

Responsibilities and Duties

External Leadership and Economic Development

- Serve as FCDA's chief executive and primary representative to the Board of Directors, Fayette County Commissioners, partner agencies, the business community, and the public.
- Lead business recruitment efforts, including prospect visits, site consultant engagement, broker relations, and coordination with the Georgia Department of Economic Development.
- Serve as FCDA's primary spokesperson for all public and media relations.
- Attend and represent FCDA at industry conferences, regional meetings, and partner functions.
- Report on project activity, organizational performance, and strategic progress to the board and county commissioners.

Board Relations and Governance

- Provide effective communication, strategic counsel, and executive support to the all-volunteer Board of Directors.
- Prepare for and lead Board of Directors and committee meetings, including agenda development, staff reports, and resolutions.
- Ensure timely follow-up on board action items, governance requirements, and compliance obligations.
- Support board education, orientation, and awareness in economic development practices and public-sector governance.
- Maintain strict confidentiality of board deliberations, prospect information, and organizational operations.

Strategic Direction and Goal Setting

- Formulate and implement FCDA goals and objectives in collaboration with the board.
- Identify strategic priorities, organizational capacity needs, and opportunities to strengthen FCDA's economic development position.
- Lead annual work plan development and guide alignment of staff activities to Board-approved priorities.
- Monitor the competitive economic development environment and adjust organizational strategy accordingly.

Organizational Leadership and Staff Direction

- Provide executive direction to the Chief Operating Officer (COO), who manages internal operations and staff on a day-to-day basis.
- Set clear organizational priorities, performance expectations, and accountability structures.

- Ensure the COO and staff have the direction, resources, and support necessary to execute FCDA's mission and strategic plan effectively.
- Foster a high-performance, collaborative, and professionally accountable organizational culture.

Financial Oversight and Stewardship

- Lead annual budget development in collaboration with the COO and the board.
- Approve expenditures and ensure fiscal decisions align with Board-approved priorities and public sector accountability standards.
- Ensure financial records, reporting, and practices support transparency, audit readiness, and compliance.
- Monitor organizational financial health and identify risks or opportunities requiring board attention.

Compliance and Risk Management

- Ensure FCDA operates in compliance with applicable laws, board policies, and reporting requirements.
- Oversee compliance with open meetings, open records, ethics, procurement, and personnel policies.
- Maintain appropriate confidentiality of prospect information, real estate matters, and personnel records.
- Identify organizational risks and recommend policies or governance measures to address them.

Community and Partner Engagement

- Represent FCDA as a visible, credible, and engaged community leader in Fayette County and the broader region.
- Cultivate relationships with elected officials, government partners, civic organizations, and business stakeholders.
- Ensure FCDA's visibility, relevance, and reputation are maintained through active participation in regional and statewide economic development networks.

Skills and Educational Requirements

- Bachelor's degree in Economic Development, Business Administration, Public Administration, Finance, or a related field required; Master's degree or CEcD designation preferred.
- Minimum of 10 years of progressively responsible experience in economic development, public administration, local government, or a related leadership field.
- Minimum of five years of senior executive or organizational leadership experience.
- Demonstrated success in business recruitment, external relationship management, and stakeholder engagement.
- Knowledge of industrial site development, real estate, public-sector economic development tools, finance, and incentives.
- Experience working with or reporting to a Board of Directors or elected governing body.
- Ability to manage confidential and sensitive information with discretion and professionalism.
- Strong verbal, written, presentational, and interpersonal communication skills.
- Valid driver's license and ability to satisfy FCDA's driving requirements.

Inter-Relationships

- Accountable to the FCDA Board of Directors.
- Directly supervises the COO. Supervises all staff when there is not a COO on staff.
- Works with Fayette County Commissioners, state and regional economic development agencies, utility partners, site consultants, the real estate brokerage community, business prospects, and community partners.

Needed Attributes

- Visionary leadership with a strong external orientation and public presence.
- Sound judgment, high integrity, and commitment to ethical public-sector governance.

- Ability to build trust and credibility with elected officials, board members, business leaders, and community partners.
- Collaborative leadership style with the ability to delegate effectively and hold others accountable.
- Entrepreneurial drive and creative problem-solving in a competitive economic development environment.
- Discretion and respect for confidentiality across all organizational functions.
- Commitment to Fayette County's long-term economic vitality and quality of life.

ATTACHMENT C

Summary of Leadership Transition and Succession Model

Purpose

FCDA intends to preserve continuity while preparing a new executive to assume permanent leadership. The selected candidate will initially serve as Chief Operating Officer and work alongside the current President/CEO.

Phase 1 - COO Onboarding and Executive Preparation

- Estimated duration: approximately six to nine months.
- The current President/CEO retains full executive authority.
- The COO assumes responsibility for internal operations, staff supervision, work plan execution, administrative systems, financial procedures, governance support, compliance coordination, and cross-functional project management.
- The COO develops relationships with the Board, Board Chair, staff, government partners, economic development allies, and other stakeholders.
- The Board, Board Chair, current President/CEO, and COO evaluate readiness and timing for the formal transition.

Formal Transition

- The transition is not automatic and requires formal Board action.
- Appointment as President/CEO is conditioned on satisfactory performance, organizational readiness, and Board approval.
- The final employment agreement and title change will be documented separately.

Phase 2 - New President/CEO and Strategic Advisor

- The new President/CEO assumes full executive authority and reports solely to the FCDA Board of Directors.
- The former President/CEO may serve for a limited period as Strategic Advisor.
- The Strategic Advisor role is advisory only and does not include staff supervision or independent executive authority.
- The new President/CEO controls the pace and scope of advisory engagement.

Search Firm Communication Expectations

- Present the opportunity accurately and consistently to all candidates.
- Explain both the value and the expectations of the transition model.
- Avoid representing the future CEO appointment as guaranteed.
- Identify candidates who are willing and able to succeed first as COO and later as the chief executive.
- Assess maturity, collaboration, confidence, discretion, Board relations, external leadership potential, and readiness to assume increasing authority.

ATTACHMENT D

Required Fee Proposal Form

This form must be completed and submitted with the respondent's proposal. Pricing must include the required base scope and separately identify all optional and à la carte services. Attach additional pages if needed, but this form must be included and signed.

1. Respondent Information

Firm / Legal Entity Name

Primary Contact

Address

Telephone

Email

2. Required Base Scope Fee

Required Base Scope: Candidate Identification and Screening

Service	Professional Fee	Estimated Expenses	Not-to-Exceed Total
Required Base Scope - Candidate Identification and Screening	\$_____	\$_____	\$_____

The base-scope fee must include all labor, overhead, administrative costs, and other charges necessary to perform the required base scope except reimbursable expenses expressly identified above.

3. Optional and À La Carte Fee Schedule

Optional Service	Fee / Unit Price	Estimated Expenses	Pricing Basis / Assumptions
Substantive professional reference interviews	\$_____	\$_____	
Education / certification verification	\$_____	\$_____	
Employment verification	\$_____	\$_____	

Criminal background check	\$_____	\$_____
Driving-record check	\$_____	\$_____
Credit check, if legally appropriate and authorized	\$_____	\$_____
Civil-litigation / public-record review	\$_____	\$_____
Leadership / behavioral / management assessment	\$_____	\$_____
Structured interview design and scoring materials	\$_____	\$_____
Interview facilitation - first round	\$_____	\$_____
Interview facilitation - finalist round	\$_____	\$_____
Practical exercise / written assignment / presentation assessment	\$_____	\$_____
Compensation analysis	\$_____	\$_____
Offer preparation and negotiation assistance	\$_____	\$_____
Additional candidate sourcing / reopening of search	\$_____	\$_____
Candidate / finalist travel coordination	\$_____	\$_____
Additional Board or Search Committee meeting	\$_____	\$_____
Finalist communications and scheduling support	\$_____	\$_____
Other proposed service (describe)	\$_____	\$_____

4. Other Fees and Commercial Terms

**Percentage-based, contingent, milestone,
or success fees**

Administrative / technology / platform fees

Travel reimbursement policy

Invoicing schedule

Cancellation / early termination charges

Replacement-search guarantee and terms

Any other fees or conditions

5. Fee Certification

The undersigned certifies that the fees stated above are complete and accurate, that no undisclosed fees or charges will be imposed, and that the respondent will honor the stated pricing for at least 120 days following the proposal due date unless otherwise expressly stated in the proposal.

Authorized Representative

Title

Signature

Date

ATTACHMENT E

Respondent Reference Form

Provide at least three references for comparable executive-search assignments completed within the last five years. Priority should be given to economic development organizations, public authorities, local governments, chambers, nonprofit organizations, or other Board-governed entities, particularly engagements involving succession or executive transition.

Respondent Information

Firm / Legal Entity Name: _____

Primary Contact: _____

FCDA may contact any listed reference and may request clarification or additional references. Use additional pages if necessary, but complete all requested fields for at least three references.

Reference 1

Client / Organization	
Organization Type	
Reference Contact Name / Title	
Telephone	
Email	
Engagement / Position Recruited	
Approximate Engagement Dates	
Total Professional Fee	
Succession / transition model involved? If yes, describe briefly.	
Brief Description of Assignment	
Scope Performed by Respondent	
Outcome / Placement	

Reference 2

Client / Organization	
Organization Type	
Reference Contact Name / Title	
Telephone	
Email	
Engagement / Position Recruited	
Approximate Engagement Dates	
Total Professional Fee	
Succession / transition model involved? If yes, describe briefly.	
Brief Description of Assignment	
Scope Performed by Respondent	
Outcome / Placement	

Reference 3

Client / Organization	
Organization Type	
Reference Contact Name / Title	
Telephone	
Email	
Engagement / Position Recruited	
Approximate Engagement Dates	
Total Professional Fee	
Succession / transition model involved? If yes, describe briefly.	
Brief Description of Assignment	
Scope Performed by Respondent	
Outcome / Placement	

Certification

The undersigned authorizes FCDA to contact the references above and certifies that the information provided is accurate.

Authorized Representative
Signature

Title
Date

ATTACHMENT F

Draft Professional Services Agreement

This agreement is provided to disclose anticipated contract terms. FCDA reserves the right to revise or negotiate terms before execution. Final agreement is subject to legal review.

This Professional Services Agreement ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between the Fayette County Development Authority, a public body corporate and politic of the State of Georgia ("FCDA"), and _____, a _____ ("Consultant"). FCDA and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

1. Engagement and Scope of Services

1.1 FCDA engages Consultant to provide executive-search services for the recruitment and selection of a Chief Operating Officer with an anticipated pathway to President/Chief Executive Officer, as described in the RFP, Consultant's accepted proposal, and the final negotiated scope.

1.2 The required base scope is Candidate Identification and Screening. Any optional or à la carte service must be authorized in writing by FCDA before Consultant performs the service or incurs related expense.

1.3 The final scope of services will be attached as Exhibit A and will control over inconsistent marketing materials or informal communications. Consultant shall not materially change the assigned lead consultant or project team without FCDA's prior written approval.

2. Term and Schedule

2.1 The Agreement begins on the Effective Date and continues until completion of the services, unless earlier terminated in accordance with this Agreement.

2.2 Consultant shall perform the services diligently and in accordance with the mutually accepted project schedule. Consultant shall promptly notify FCDA of any actual or anticipated delay, market condition, candidate issue, or other circumstance likely to affect the schedule or results.

3. Compensation, Expenses, and Invoicing

3.1 FCDA shall pay Consultant the fees set forth in Exhibit B. The base-scope fee will be a not-to-exceed amount unless a written amendment approved by FCDA states otherwise.

3.2 Optional and à la carte services will be charged only when specifically authorized in writing by FCDA. No percentage-based, contingent, milestone, administrative, technology, success, cancellation, or other fee is payable unless expressly stated in Exhibit B.

3.3 Reimbursable expenses must be reasonable, necessary, documented, and consistent with the accepted proposal. Airfare, lodging, candidate travel, or other material travel expense requires advance approval unless otherwise stated in Exhibit B.

3.4 Consultant shall submit itemized invoices identifying the services performed, applicable milestone or billing period, authorized optional services, and reimbursable expenses. FCDA may withhold disputed amounts while the Parties work in good faith to resolve the dispute.

4. Standard of Performance and Personnel

Consultant shall perform the services in a professional and workmanlike manner consistent with the standard of care ordinarily exercised by qualified executive-search professionals. Consultant shall provide qualified personnel, maintain adequate staffing to meet the schedule, and comply with all material commitments made in its proposal regarding direct sourcing, candidate evaluation, confidentiality, and project management.

5. Candidate Sourcing, Screening, and Communications

5.1 Consultant shall use direct, confidential outreach and professional networks in addition to advertising and shall not represent that appointment to President/CEO is guaranteed.

5.2 Consultant shall apply the approved minimum qualifications and Ideal Candidate Profile consistently and shall provide FCDA with decision-ready candidate summaries and comparative information.

5.3 Consultant shall not make an employment offer, compensation commitment, public announcement, or representation binding FCDA without FCDA's prior written authorization.

6. Confidentiality, Public Records, and Candidate Information

6.1 Consultant shall protect confidential and sensitive information received from FCDA or candidates and shall use such information only for purposes of the engagement.

6.2 Consultant acknowledges that FCDA is a public entity and that records in FCDA's possession, custody, or control may be subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., and other applicable law. Nothing in this Agreement requires FCDA to withhold a record that FCDA determines must be disclosed by law.

6.3 Consultant shall clearly identify any information it believes is confidential, proprietary, or otherwise exempt from disclosure and shall promptly cooperate with FCDA in responding to lawful records requests. Consultant may not promise a candidate absolute confidentiality that is inconsistent with applicable law.

6.4 Consultant shall maintain reasonable administrative, technical, and physical safeguards for candidate personal information and shall promptly notify FCDA of any suspected unauthorized access, use, or disclosure related to the engagement.

7. Records and Audit

Consultant shall maintain complete and accurate engagement records, invoices, expense documentation, candidate-tracking records, and other records reasonably necessary to support performance and billing for at least five years after final payment, or longer if required by applicable law or written notice from FCDA. Upon reasonable notice, FCDA may inspect records relevant to charges or performance under this Agreement, subject to legally protected candidate information.

8. Conflicts of Interest and Off-Limits Restrictions

Consultant represents that it has disclosed all known actual or potential conflicts, client restrictions, and off-limits arrangements that could materially limit the candidate pool or impair performance. Consultant shall promptly disclose any conflict or restriction arising during the engagement. FCDA may require mitigation or may terminate the Agreement if a material conflict cannot be satisfactorily resolved.

9. Background Checks and Assessments

Any background investigation, consumer report, assessment, credit inquiry, driving-record inquiry, or similar service must be separately authorized by FCDA and conducted in compliance with applicable federal and state law, including applicable notice, authorization, and employment-screening requirements. Consultant shall use qualified vendors and shall not provide legal conclusions regarding a candidate's eligibility for employment.

10. Compliance with Law and Nondiscrimination

Consultant shall comply with all applicable federal, state, and local laws and regulations in performing the services, including applicable nondiscrimination, employment, immigration and employment-verification, privacy, consumer-reporting, and public-sector contracting requirements.

11. Independent Contractor

Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of FCDA. Consultant is solely responsible for its personnel, payroll, taxes, benefits, insurance, supervision, and methods of performance, except that FCDA may direct the desired results, approve deliverables, and enforce the scope and schedule.

12. Work Product and Intellectual Property

12.1 Candidate matrices, written summaries, interview materials developed specifically for FCDA, reports, and other deliverables paid for by FCDA are FCDA work product, subject to applicable law and any agreed restrictions needed to protect candidate information.

12.2 Consultant retains ownership of its pre-existing methodologies, templates, databases, proprietary tools, and generalized know-how. To the extent Consultant-owned material is embedded in a deliverable, Consultant grants FCDA a perpetual, nonexclusive, royalty-free license to use that material for FCDA's internal governmental and administrative purposes.

13. Insurance

During the term, Consultant shall maintain insurance with financially responsible insurers, including at minimum: (a) commercial general liability of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) professional liability/errors and omissions of at least \$1,000,000 per claim; (c) workers' compensation as required by law and employer's liability of at least \$500,000; and (d) automobile liability of at least \$1,000,000 combined single limit if vehicles are used in performance. Consultant shall provide certificates of insurance upon request. FCDA may approve reasonable equivalent coverage.

14. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless FCDA and its directors, officers, employees, and agents from third-party claims, damages, losses, liabilities, and reasonable costs arising from Consultant's negligent acts or omissions, willful misconduct, violation of law, or breach of this Agreement, except to the extent caused by the negligence or willful misconduct of FCDA. Nothing in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or protection available to FCDA under Georgia law.

15. Termination

15.1 FCDA may terminate this Agreement for convenience upon ten (10) days' written notice. FCDA may terminate immediately for material breach, conflict of interest, loss of required insurance, unlawful conduct, material confidentiality or data-security failure, or failure to make satisfactory progress after reasonable notice and opportunity to cure when cure is appropriate.

15.2 Upon termination, Consultant shall cease work as directed, deliver all completed and in-process FCDA work product and records reasonably necessary for transition, and invoice only for authorized services satisfactorily performed and approved reimbursable expenses incurred through the termination date. Any cancellation charge must be expressly stated in Exhibit B to be enforceable.

16. Replacement Search / Guarantee

If Consultant offers a replacement-search or placement guarantee, the negotiated terms will be stated in Exhibit B or a written addendum, including the guarantee period, covered circumstances, exclusions, and any additional fees. No guarantee is implied if it is not expressly stated in writing.

17. Notices

Formal notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight delivery, certified mail, or email with confirmation of receipt to the addresses stated below, or to another address designated in writing.

If to FCDA	Fayette County Development Authority
Attention	President/CEO or designee
Address	255 Glynn Street South Fayetteville, Georgia 30214
Email	nvanderslice@fayettega.org

18. Miscellaneous

18.1 Governing Law and Venue. This Agreement is governed by the laws of the State of Georgia. Venue for any action arising from this Agreement shall lie in a court of competent jurisdiction in Fayette County, Georgia, unless applicable law requires otherwise.

18.2 Assignment. Consultant may not assign this Agreement or subcontract a material portion of the services without FCDA's prior written consent.

18.3 Amendments. Any amendment or change in scope, price, or material term must be in writing and approved by authorized representatives of both Parties.

18.4 No Waiver. Failure to enforce a provision does not waive future enforcement of that or any other provision.

18.5 Severability. If any provision is held unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law.

18.6 Entire Agreement and Order of Precedence. This Agreement, its exhibits, the RFP and addenda, and Consultant's accepted proposal constitute the entire agreement. In the event of conflict, the order of precedence is: this Agreement and amendments; Exhibit A; Exhibit B; RFP and addenda; accepted proposal, unless the Parties expressly agree otherwise.

18.7 Counterparts and Electronic Signatures. The Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

19. Exhibits

- Exhibit A - Final Scope of Services and Project Schedule
- Exhibit B - Accepted Fee Proposal and Authorized À La Carte Pricing
- Exhibit C - Consultant's Accepted Proposal, if incorporated
- Exhibit D - Required Insurance Certificates, if requested

20. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

FAYETTE COUNTY DEVELOPMENT AUTHORITY	CONSULTANT: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____