Request for Proposals (RFP)

#5-RFP-GNRL-2022 CEO/SUPERINTENDENT SEARCH SERVICES

Closing Date:
3:00 PM CST
Friday, September 24, 2021

IDEA Public Schools and affiliated entities (IDEA) is accepting proposals from experienced executive search firms (Firm) to conduct a national search for the position of Chief Executive Officer & Superintendent of Schools.

IDEA Public Schools reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact IDEA to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

Please contact **Jennifer Ornelas, Procurement Analyst at Jennifer.Ornelas@ideaublicschools.org,** to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain applicable addenda. The e-mail subject line should read: **Questions - #5-RFP-GNRL-2022 – CEO/Superintendent Search Services**

Contact:
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Jennifer.Ornelas@ideapublicschools.org
956-373-3819

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PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. Introduction and Purpose

IDEA Public Schools prepares students from underserved communities for success in college and citizenship. We are a growing network of 137 high-performing charter schools serving approximately 74,000 students in Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, Tarrant County in Texas, as well as locations in Louisiana and Florida. IDEA Public Schools is planning to expand to Jacksonville, FL in 2022, Cincinnati, OH in 2022, and Arkansas in 2023.

The mission of IDEA Public Schools is College for All. IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Over 80% of IDEA students are considered low-income and one of every three students is the first in their family to go to college. Since our first graduating class in 2007, 100% of our seniors have been accepted and matriculated to a college or university every year for fifteen consecutive years. Thanks to a rigorous path to college that begins in Pre-K, IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students.

IDEA Public Schools Core Values

We Act with Integrity
We put the best interests of the IDEA Team & Family—and most importantly our students—at the forefront of all our decisions and actions, taking personal responsibility to model the honest and ethical behavior we want our students and each other to demonstrate every day.

We Build Team & Family
We foster a sense of belonging and inclusivity by treating every member of the IDEA Team & Family—our students, staff, families, and community—with compassion, respect, and humility. We maximize our individual best efforts through collaboration and support of each other in the focused pursuit of our collective mission.

We Achieve Academic Excellence
We believe ensuring college success for 100% of our students is the best way to help them succeed in life and in seeing obstacles they face as opportunities for learning and growth. Every member of the IDEA Team & Family works together to ensure each student on every campus and in every classroom receives a high-quality education.

We Deliver Results
We set ambitious goals, hold ourselves and each other accountable for achieving results, and believe that our students will succeed to and through college. Our results show what's possible when the adults in the system get it right and represent the collective effort and focus of the entire IDEA Team & Family.

We Ensure Equity
We set high expectations and share compassion and empathy for every member of the IDEA Team & Family. We differentiate our support and resources, proactively address racism and discrimination, and advocate alongside our students and staff to empower them with the opportunities to succeed and ensure the respect they deserve.

We Bring Joy
We create a positive, uplifting, and joyful environment for every member of the IDEA Team & Family, every single day. We operate with a sense of optimism, and our traditions celebrate learning, growth,

and the accomplishments of our students, staff, and community.

We Sweat the Small Stuff
We embrace that achieving excellence lies in paying attention to and carrying out the details - the 'small stuff'- that go into effective execution and positive implementation. Every step of the way, the IDEA Team & Family prioritizes actions contributing to our mission of College for All.

2. Purpose of RFP

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from experienced executive search firms (Firm) specializing in conducting searches for senior management for large school districts, Charter Management Organizations, large non-profit organizations, and/or the private sector. IDEA is seeking the services of a Firm to conduct a national search for the position of Chief Executive Officer & Superintendent of Schools (IDEA Public Schools Texas and IPS Enterprises). This RFP states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a Respondent may be selected, and the contractual terms which IDEA intends to govern the relationship between itself and the selected vendor. By submitting a proposal, the selected vendor agrees to be bound by all terms in this RFP.

3. Proposal Submissions:

Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFP.

To be considered, the Proposal must be prepared according to the following specifications:

a. Proposals should include the following information and content.

- Title Page
- Section I – Preface
- Section II – Summary of Experience
- Section III – Proposal Response to Scope of Service and Performance Requirements
- Cost Summary
- References
- Required Forms
- Additional Documentation

b. Proposals may be submitted via the web-based software, Tyler Munis Self Service. A signed, submitted proposal submitted via Tyler Munis constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation.

c. To be eligible for consideration, electronically locked proposals should be received via Tyler Munis or by mail to the IDEA Public Schools Headquarters no later than **3:00 PM CST on September 24, 2021** along with the requisite signature pages and completed certification forms.

All proposals must be received by the deadline. Proposals submitted after the opening time and date will **not** be accepted. Fax or email proposals will **not** be accepted.

Hardcopy proposals shall be mailed to the following on or before the due date and time:

IDEA Public Schools
Attn. Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
#5-RFP-GNRL-2022 CEO/SUPERINTENDENT SEARCH SERVICES

NOTE: Late Proposals will not be considered and will be returned unopened.

d. **Proposal Guarantee:** Proposals shall be honored for 120 days after due date.

e. IDEA reserves the right to reject any or all Proposals, award service contracts as may appear advantageous to IDEA and waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party. IDEA further reserves the right to tender its own contract for services.

f. All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.

g. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Vendor.

h. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect IDEA to incur any costs, the Proposal shall state "No costs to IDEA."

i. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.

j. Any Proposals submitted in response to this RFP will be irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.

k. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, IDEA shall expect to receive the service(s) exactly as specified.

l. IDEA reserves the right to select any offer it determines provides the best value, regardless of price.

m. IDEA may accept multiple offers for the same services. There may not be exclusivity with any selected vendor.

RFP Timeline

RFP Issue Date:	September 1, 2021
Respondent Question Cut-Off Date:	September 17, 2021 at 3:00PM (CST)
Addendum Issue Date:	September 20, 2021
Proposal Due Date & Time:	September 24, 2021 at 3:00PM (CST)
Evaluation Period	September 24-October 8, 2021
Board Meeting	October 22, 2021

4. Required Forms (Certifications and Representations)

Vendor shall execute the required forms included with this RFP.

5. RFP Clarification

Questions must be submitted via email to **Jennifer Ornelas, Procurement Analyst at Jennifer.Ornelas@ideapublicschools.org.** The email subject line should read: **Questions - #5-RFP-GNRL-2022 – CEO/Superintendent Search Services**. Questions submitted by respondents and answers prepared by IDEA, along with Addenda to this RFP, if applicable, will be posted on the Tyler Munis Self Service website.

Oral answers provided by IDEA or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing, via a signed addendum or amendment from IDEA.

6. Proposer Responsibility

IDEA expects Vendors to be thoroughly familiar with all specifications and requirements of this RFP. Vendor's failure or omission to examine any relevant form, article, site, or document will not relieve Vendor from any obligation regarding this RFP. By submitting a Proposal, Vendor is presumed to concur with all terms, conditions, and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this RFP. Objections considered by IDEA as excessive or affecting vital terms may reduce or eliminate Vendor's prospects for award.

7. Completeness

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of a Proposal is allowed based on proof of mechanical error; however, Vendor may be removed from approved vendor list.

8. False/Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service, may be rejected. If, in the opinion of IDEA, such information was intended to mislead IDEA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of the RFP, the Proposal shall be rejected.

9. Proposal Signatures

The Proposal must be signed by an individual with proper authority to obligate the vendor. The signature should indicate the title or position that the individual holds in the partner (if applicable).

10. Selection of Vendor(s)

IDEA may award this RFP to multiple Vendors or to the Vendor IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under Evaluation Criteria referenced in this RFP.

A contract or letter agreement for CEO/Superintendent Search may be executed with successful vendor(s) as a result of this process, and the successful vendor(s) agree(s) that fulfillment of the award under this RFP is conditioned on agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract.

11. Contract Period

The agreement resulting from this solicitation will be in effect until the search process is complete and the new CEO/Superintendent has formally been hired, or until terminated by IDEA in it's discretion.

12. Administrative Procedure for Bidder Complaints

Members of the public having complaints regarding the IDEA's purchasing procedures or operations may present their complaints or concerns to IDEA by written to the following address:

IDEA Public Schools
Attn. Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
956-377-8000

13. Insurance Requirements

Insurance Certificates must be submitted with vendor's proposal. This document is titled Certificate of Insurance (ACORD 25). IDEA Public Schools reserves the right to review all insurance policies pertaining to this solicitation to gurantee that the proper coverage is obtianed by the contractor.

Contractor will be required to maintain in full-force and in-effect the following types of insurance:

a)	Comprehensive General Liability	$1,000,000 Per Occurrence/$2,000,000 aggregate
b)	Bodily Injury Liability (CSL)*	$300,000
c)	Property Damage Liability (CSL)*	$300,000
d)	Automobile Bodily Injury Liability	$300,000
e)	Automobile Property Damage Liability	$100,000
f)	Professional Liability	$1,000,000 Per Occurrence/$2,000,000 aggregate

*Combined Single Limit

Minimum Requirements: The insurance coverages specified in this solicitation are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under any resulting agreement.

Each insurance policy to be furnished by the successful contractor shall include IDEA Public Schools as an additional named insured on the policy and endorsement. Additionally, each insurance policy shall, by endorsement to the policy, a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.

PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

The following describes the service and performance requirements that the selected vendor will be required to meet. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points. IDEA will use the objective criteria specified within to review proposals.

1. Work with the IDEA Governance Committee and key stakeholders to obtain information and insight regarding specific issues and opportunities facing IDEA Public Schools and its affiliate, IPS Enterprises Inc., the desirable background, experience, competencies, and leadership style to create a job description for the position that is accurate, inspiring, and effective at attracting a broad pool of qualified and diverse candidates.
2. Develop and implement a strategy and process for stakeholder engagement throughout the search process that informs, involves, and invests key constituents in both the process and final outcome of the search.
3. Develop and implement a strategy and process for recruiting and sourcing qualified and diverse candidates, including the use of national publications, social media, reputable and diverse networks, organizations, and affiliations, along with targeted outreach to encourage both active and passive candidates to apply.
4. Develop an effective, equitable, and efficient process to review resumes for background and qualifications, followed by initial interviews of the most qualified to clarify each applicant's experience and credentials and to prepare a written summary of all candidates with the most promising qualifications to the Governance Committee.
5. Evaluate those initial candidates selected by the Governance Committee for serious consideration by conducting in-depth vetting of educational and employment backgrounds, reference checks, financial/credit, social media research and coordinating criminal and civil litigation checks, and provide those results to the Governance Committee for selection of final candidates to interview.
6. Recommend and finalize an effective, equitable, and efficient process of final interviews with the Governance Committee and any other desired stakeholders that includes criteria and evaluation tools aligned to the desired competencies, formal and informal interactions, performance-based assessments, and behavioral interview questions.
7. Assist the Governance Committee in coordinating candidate interviews and making necessary arrangements for candidate travel and accommodations.
8. Debrief the Governance Committee following interviews and identify additional candidates, if necessary.
9. In partnership with our external compensation consultant and internal compensation team and in accordance with all other board policy, procedures, and Texas law, assist the Governance Committee, as necessary, in structuring and negotiating the job offer, the employment package and relocation (if applicable) with the finalist.
10. Provide the Governance Committee with regular written status reports, making themselves available to the Committee as needed, as well as keeping candidates apprised of their status

Qualifications and Characteristics of the CEO/Superintendent

The Board seeks a proven leader who is first and foremost committed to our mission of College for All, and dedicated to being a role model of our organization's core values. The CEO/Superintendent must have an ability to quickly and accurately identify the key elements that have thus far contributed to the success of IDEA Public Schools, ensure we build on those strengths, while evolving and adapting to a changing educational landscape across diverse communities and markets in order to continue our track record of providing an outstanding education in each of our schools and achieving 100% college matriculation for all of our graduates. Outstanding candidates should also possess the following characteristics:

- A commitment to upholding and fulfilling all fiduciary responsibilities and compliance requirements with integrity, attention to detail, and ability to ensure all staff members follow and complete all their training and responsibilities as well
- Ability to set vision and invest stakeholders in rallying around that vision and purpose of helping students realize their potential through attainment of a college degree
- Effective leadership skills that can ensure a strong organizational culture and alignment across an all of our 9,000 employees
- Expertise, knowledge, and management experience with large and complex multi-state entities including diverse operational, governance, fiscal, regulatory environments, financial markets, and philanthropic sources of funding
- Ability to develop strategy, align resources, implement plans with fidelity, assess progress, and address gaps to achieve strong and consistently high results across all functional areas
- Effective communication and change management skills along with a high level of competency in speaking, writing, and responding to broad stakeholder needs and requests
- Impeccable credibility and ability to create and maintain strong relationships built on trust and transparency with staff, students, families, funders, and governmental entities
- Commitment to the organization's priority of diversity, equity, and inclusion to ensure a welcoming and productive environment for all of our students and staff

The CEO/Superintendent must currently live or be willing to relocate to one of our Texas regions: Austin, El Paso, Houston, Permian Basin, San Antonio, Tarrant County, or Rio Grande Valley. Additionally, the CEO/Superintendent should expect regular travel to IDEA's other Texas and non-Texas regions of operation.

PART III – PROPOSAL RESPONSE

To be eligible for consideration, electronically locked proposals should be received via Tyler Munis or by mail to the IDEA Public Schools Headquarters no later than **3:00 PM CST on September 24, 2021** along with the requisite signature pages and certification forms.

Proposers who wish to submit hard copy responses shall submit, in a sealed envelope, plainly marked with the RFP Number and Title:
1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
2. Five (5) clearly identified PAPER COPIES of the proposal.
3. Five (5) copies of the proposal on FLASH DRIVES, marked with your firm's name.

FAX or e-mail proposals will NOT be accepted.

The vendor's proposal itself shall be organized in the following order, with each section clearly indexed:

A. Section I - Organization Description: Brief history and summary of your Firm's experience and recent results in conducting executive searches that resulted in outstanding hires of diverse leaders, particularly those leaders of color, for positions comparable to this one, including the names of client institutions and the roles filled. Please also include how your Firm is specifically positioned to meet the unique needs of IDEA Public Schools at this time based on your understanding of our organization.

B. Section II -Stakeholder Engagement: Provide a description of how you would go about identifying important stakeholders, involving and informing them as appropriate, and investing them in both the process and final outcome.

C. Section III - Recruitment and Sourcing Approach: Provide a description of the strategy you would go employ to field a competitive pool of outstanding diverse candidates for this position. Please include the specific promotion and advertising you would use, along with the organizations, affiliations, and networks you are able to access on behalf of this search

D. Section IV - Screening, Vetting, and Selection Process: Please provide a description of the proposed evaluation and vetting of applicants including samples of past criteria-based tools, techniques, and templates that will ensure an effective, equitable, and efficient process.

E. Section V - Staff Experience, Expertise, and Capacity: Please provide the name(s) of each staff member who will be assigned to this search, a brief summary of his/her relevant credentials and experience with specific past searches, and an indication of the proposed time commitment to this project for each staff member. Please identify the lead staff person and provide contact information.

F. Section VI - Proposed Timeline: Estimate the start and end dates for each phase of the search process, with the assumption of commencement of work no later than November 1st, 2021.

PART IV – COST SUMMARY

The Proposer shall provide information on any costs or expenses that IDEA may incur. The Proposer must specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the services required herein. Proposer will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If "search-related expenses" are a line item, please define what those expenses might be. If the Proposer does not expect for IDEA to incur any costs, the Proposer shall state 'No costs to IDEA.'

PART V – REFERENCES

The Proposer shall submit a minimum of five (5) verifiable references who may be contacted to comment on your Firm's performance in recent searches in the last five years including:

- A successful CEO or Superintendent search, where the CEO or Superintendent has been with the organization more than three years. Please provide contact information for both the CEO and, if possible, the board member contact with whom the Firm contracted.
- A recent (within the past 12 months) CEO or Superintendent placement. Please provide contact information for the CEO as well as the board or staff contact with whom the Firm worked most closely.

Each reference provided shall include:
• Reference's Name
• Contact Person
• Address, City, State, and Zip
• Contact Person Phone Number
• Contact Person Email Address
• Brief Project Scope
• Time Frame

Enter references in Attachment L

PART VI – REQUIREMENTS

A. PROPOSAL OPENING

Proposal Opening is scheduled for September 24, 2021 at 3:00PM (CST). A formal "opening" will not be held and pricing will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but IDEA's records are a matter of public record.

B. RESPONDENT REQUIREMENTS

Respondents who can meet the technical specifications for quality and other terms of this RFP package, and who are not debarred and/or suspended from conducting business with IDEA, federal and state funded agencies are invited to respond. A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a proposal, represents to IDEA Public Schoools that it meets the following requirements:

- Posses or is able to obtain adequate financial resources as required to perform under this RFP
- Is able to comply with the required scope of the RFP
- Have a satisfactory record of integrity to ethics
- Be otherwise qualified and eligible to receive an award
- Be in good standing with the applicable natioinal or state associations

PART VII – COMPETITIVE SELECTION / EVALUATION

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the offer or submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying IDEA's requirements, price and other factors considered. In the event that one vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified vendors.

IDEA will evaluate each Proposer's category proposal(s) in the areas of the proposed plan, experience/service capabilities, and best value on the pre-determined criteria listed below. The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, Proposers may be requested to revise any or all portions of their proposals.

50 Points	Proposed strategies and processes aligned to IDEA Public Schools' unique needs
30 Points	Experience in successful CEO or Superintendent searches
20 Points	Competitive pricing

PART VIII – GENERAL TERMS AND CONDITIONS

Proposal Submission: Proposals must be submitted using this document only and must be submitted on or before the hour and date specified. Late submittals will be returned unopened.

NOTE: Faxed or Emailed proposals will not be accepted.

Public Record: All Proposals become the property of IDEA. As a governmental entity, the Texas PublicInformation Act applies to this solicitation. Accepted proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.

Rejection/Award: IDEA reserves the right to reject and and/or all submittals, to award contracts as mayappear advantageous to IDEA, and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.

Evaluation of Proposals: Proposal evaluation will be completed based on the information provided byVendor. It is very important that Vendor provide all required information as part of the Proposal. Failure to provide necessary information and documents could result in the Proposal being rejected.

Applicability: These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith.

Supplemental Information: All supplemental information required by the proposal documents must be included with the proposal response. Failure to provide complete and accurate information may disqualify the vendor from consideration.

Proposal Errors: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, the vendor may be removed from consideration or from any approved vendor list.

Changes to Proposal: IDEA reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.

Use of Brand Names: The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name mustbe indicated for each article and, when omitted, IDEA will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.

Undue Influence: In order to ensure the integrity of the selection process, the vendor's officers, employees,agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's proposal, directly or indirectly, through any contact with IDEA board members or other school officials from the date this solicitation is released until the

award of a contract by IDEA. By submitting a proposal, the vendor affirms that the vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any IDEA representative in connection with the proposal submitted.

Gratuities: IDEA may, by written notice to Vendor, cancel any service agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offeredor given by Vendor, or any agent or representative of Vendor, to any officer or employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.

Payment Terms: Unless a prompt payment discount with a payment term of at least 10 days is offeredand accepted by IDEA, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. Vendor must have the ability to execute multiple contracts and provide invoices related to each contracted entity.

Independent Contractor: Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Contract or between IDEA and the Contractor's employees. IDEA shall not be subject to any obligations or liabilities of the Contractor or the Contractor's employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employee shall be entitled to any of the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.

Fund Availability: This agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency (TEA) pursuant to IDEA's open enrollment charter. This Agreement is further conditioned on continued allocation of funds by the IDEA's Board of Directors (the "Board"). If the Legislature and/or the TEA fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of IDEA's fiscal year, then IDEA will issue written notice to Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

Modifications: The contract may only be modified, altered, or changed by a written agreement signed by both parties or their duly authorized agents.

INDEMNIFICATION: THE VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELEY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGE, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, EXPENSES, AND OTHER CALIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FORGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACT, OR ANYOEN FOR WHOSE ACTS THE CONTRACT MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE

CONSTUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SUR VIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

Termination. IDEA reserves the right to terminate (1) all or any part of the undelivered portion of any order resulting from this bid solicitation within thirty (30) days written notice; (2) upon default by the vendor, for delay or nonperformance by the vendor or, (3) if it is deemed in the best interest of IDEA, for convenience.

Unsatisfactory Performance by Vendor Staff: If any person employed by Vendor fails or refuses to carry out the services contemplated in this agreement or is, in the opinion of IDEA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an IDEA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this agreement immediately and shall not again provide services to IDEA except upon consent of IDEA's representative.

Criminal Background Check: All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must certify to IDEA that the Vendor has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing services for IDEA. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from providing services to IDEA. Vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover.Vendor shall certify to IDEA that all employees assigned to work under a contract have successfully passed a criminal background check, prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the contract.

Enforcement: It is acknowledged and agreed that Vendor's services to IDEA are unique, which gives Vendor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably and adequately compensated in damages. Accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause IDEA irreparable injury and damage. Vendor therefore expressly agrees that IDEAshall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this agreement, but only if IDEA is not in breach of this agreement.

LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND

CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATEOF TEXAS. THE VENDOR FURTHER ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS SOLICITATION AND/OR IN ANY RESULTING CONTRACT WITH IDEA SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY OR SOVERIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

Assignment/Delegation: No right or interest in this agreement shall be assigned or delegation of any obligation made by Vendor without the written permission of IDEA. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.

Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Interpretation of Evidence: No course of prior dealings between the parties and no usage of the tradeshall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

Applicable Law: This contract shall be governed by the policies of IDEA's Board of Directors, laws of the State of Texas and the Uniform Commercial Code, without regard to the conflict of interest principles of the State of Texas. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. IDEA Board Policies can be accessed by contacting IDEA.

Record Keeping: IDEA, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

Equal Opportunity: Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, andas supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Debarment and Suspension: Neither the vendor nor any of its officer, directors, owners, members, employees, or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and vendors declared ineligible under statutory or regulatory authority other than E.O. 12549.

Rights to Inventions Made Under a Contract or Agreement: Vendor acknowledges and

agrees that any intellectual property, processes, procedures, or product developed in furtherance of this agreement belongsto IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

Advertising: The Vendor shall not advertise or publish, without IDEA's prior consent, the fact that IDEA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state, or local government.

Legal Venue: Both parties agree that venue for any litigation arising from the contract shall lie in Hidalgo County, Texas.

Standing: Vendor must be registered to conduct business in Texas and in good standing with the Texas Secretary of State and Comptroller.

Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code 231.006(d), regarding child support, the Vendor certifies that the Vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and IDEA may be terminated and payment may be withheld if this certification is inaccurate.

Signature Authority: By submitting the Response, the Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission on this Response.

Terms and Conditions Attached to Response: Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

PART IX – REQUIRED ATTACHMENTS

The attachments listed below are required and should be included with the Proposal.

ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

1. Attachment A – Title Page. This form must be completed and included as the cover sheet forProposals submitted in response to this RFP.
2. Attachment B – Vendor Information
3. Attachment C – Vendor Certification
4. Attachment D – Proof of Insurance or Bonding
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – IDEA Conflict of Interest Form
7. Attachment G – Conflict of Interest Form CIQ
8. Attachment H – Equal Opportunity and Nondiscrimination
9. Attachment I – Bidder Certification Form
10. Attachment J – Debarment or Suspension Certificate
11. Attachment K – Criminal History Certification
12. Attachment L – Reference Sheet
13. Attachment M – Proposed Pricing
14. Attachment N – W-9 Form

Attachment A – Title Page

A Proposal Submitted in Response to

IDEA Public Schools

Request for Proposals **#5-RFP-GNRL-2022**

CEO and Superintendent Search Services

Submitted By:

_____

(Full Legal Name of Vendor)

On:

_____

(Date of Submission)

Attachment B – Vendor Information

Enter Vendor's name and address below.

1. Vendor Name: _____

2. Street Address: _____

3. City, State, and Zip Code: _____

4. Federal ID# or Social Security Number: _____

Additional Requirements:

Proposal must include name and Social Security Number of each person with at least 25% ownership of Vendor.

Name:_____SSN: _____

Name:_____SSN: _____

Name:_____SSN: _____

Name:_____SSN: _____

Attachment C – Vendor Certification

I, the undersigned, submit this Proposal and have read the specifications, which are a part of this RFP. My signature also certifies that I am authorized to submit this Proposal, sign as a representative for Vendor, and carry out services solicited in this RFP.

Signature of Authorized Agent: _____

Printed Name and Title of Agent: _____

Vendor Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address (if applicable): _____

Web Site Address (if applicable): _____

Attachment D – Proof of Insurance or Bonding

Please provide proof of insurance.

Attachment E – Certification Regarding Drug-Free Workplace

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Vendor certifies it will provide a drug-free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.

- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abusein the workplace, Vendor's policy of maintaining a drug-free workplace, the availability of counseling,rehabilitation and employee assistance programs, and the penalties that may be imposed on employeesfor drug violations in the workplace.

- Providing each employee with a copy of Vendor's policy statement.

- Notifying the employees through Vendor's policy statement that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notifying Vendor in writing within fivedays after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace.

- Notifying IDEA within ten (10) days of Vendor's receipt of a notice of a conviction of any employee; and,

- Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

_____

Vendor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment F – IDEA Conflict of Interest Form

By signature of this Proposal, Vendor covenants and affirms that:

- No manager, employee or paid consultant of Vendor is a member of the IDEA Board of Directors or anemployee of IDEA.
- No manager or paid consultant of Vendor is married to a member of the IDEA Board of Directors,IDEA's Chief Executive officer, or an employee of IDEA.
- No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA isa manager or paid consultant of Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor anyemployee of IDEA owns or controls more than 10% in Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA receives compensation from Vendor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may presenta potential conflict of interest.
- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflict of interest,Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contractwith IDEA and shall further be liable for any costs incurred or damages sustained by IDEA relating to that contract.

_____

Vendor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment G – Conflict of Interest Form CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill-out the Conflict of Interest Form CIQ and submit with their proposal.
The Conflict of Interest Form CIQ can be found at the following link:

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Attachment H – Equal Opportunity and Nondiscrimination

Vendor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally,discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted programor activity. Vendor conforms to all applicable federal and state laws, rules, guidelines, regulations, and providesequal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

Vendor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any programor activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFRPart 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term,condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination againstqualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programsreceiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employmentbased on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equalwork.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or politicalaffiliation or belief. Vendor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status.

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining,and carrying out an effective equal employment opportunity program.

_____

Vendor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment I – Bidder Certification Form

BIDDER CERTIFICATIONS FORM
(Return signed form with your submittal)

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation.
Initial where applicable.

☐ A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable.

☐ B. My company is not owned nor operated by anyone who has been convicted of a felony.

☐ C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____

Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

3. Lists of Parties Excluded from Federal Procurement or Non Procurement Program

By signing below, the Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts and are not identified in the "Lists of Parties Excluded from Federal Procurement or Non Procurement Program" issued by the General Services Administration, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404. For additional information refer to http://www.epls.gov/.

I, the undersigned authorized agent for the company named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation and the 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404 in relation to the Lists of Parties Excluded from Federal Procurement or Non Procurement Program.

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

Attachment J – Debarment or Suspension Certificate

IDEA is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred.Vendor must certify that it and its owners/members/principals are not suspended or debarred under federal lawand rule.

By submitting signing contract and this certificate, Vendor certifies that no suspension or debarment is in place,which would otherwise preclude Vendor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

_____

Vendor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment K – Criminal History Certification

The Texas Education Code requires entities that contract with public schools to obtain criminal historyrecords on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a public school. Contractors must certify to the school that they have complied and must obtain similar certifications from their subcontractors.

IDEA may not obtain criminal histories for contractors. The law requires each contractor to obtain thecriminal histories of its covered employees. For more information or to set up an account, a contractor shouldcontact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

Definitions:

"*Covered Employees*": Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. IDEA retains the discretion to determine what constitutes direct contact with students.

"*Disqualifying Criminal History*": Any conviction or other criminal information designated by IDEA, includingone or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
    a. Crimes involving moral turpitude.
    b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or otherillegal conduct with a student or minor.
    c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substancedefined in Chapter 481, Texas Health and Safety Code.
    d. Crimes involving school property or funds.
    e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter anycertificate or permit that would entitle any person to hold or obtain a position as an educator.
    f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
    g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items
   (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 yearsof age or was enrolled in a public school.
5. Any other offense that IDEA believes might compromise the safety of students, staff, or property.

Any contractor interested in participating in IDEA's bid and vendor services process must comply withthe requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for IDEA contracts.

Please complete the information below:

I, the undersigned agent for Vendor, certify that [check one]:

[____] None of the employees of Vendor and any subcontractors are "covered employees" as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Vendor will maintain theseprecautions or conditions throughout the time the contracted services are provided.

Or

[ ] Some or all of the employees of Vendor and any subcontractor are "covered employees." If this box ischecked, I further certify that:

1. Vendor has obtained all required criminal history and/or fingerprinting record information regarding itscovered employees through the Texas Department of Public Safety as required by law.
2. If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify IDEA in writingwithin three business days.
3. Upon request, Vendor will provide IDEA with the name and any other requested information regardingcovered employees so that IDEA may obtain criminal history record information on the covered employees.
4. If IDEA objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services to IDEA.
5. All covered employees hired after January 1, 2008, have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I understand that non-compliance with this certification by Vendor may be grounds for contract terminationand/or barring disqualified persons from performing the work.

_____

Vendor Name

_____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment L – Reference Sheet

The Proposer shall submit a **minimum of five (5) verifiable references** who may be contacted to comment on your Firm's performance in recent searches in the last five years including:

- A successful CEO or Superintendent search, where the CEO or Superintendent has been with the organization more than three years. Please provide contact information for both the CEO and, if possible, the board member contact with whom the Firm contracted.
- A recent (within the past 12 months) CEO or Superintendent placement. Please provide contact information for the CEO as well as the board or staff contact with whom the Firm worked most closely.

Each reference provided shall include:
• Reference's Name
• Contact Person
• Address, City, State, and Zip
• Contact Person Phone Number
• Contact Person Email Address
• Brief Project Scope
• Time Frame

Attachment M – Proposed Pricing

Respondent shall provide pricing / price schedule referencing: ATTACHMENT O in their submitted proposal.

ATTACHMENT N – Respondent's W-9

The W-9 is an official form furnished by the IRS **for employers or other entities to verify the name, address, and tax identification number of an individual receiving income**. The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill-out the W-9 and submit with their proposal.
Respondent can obtain the W-9 Form at the following link:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

END OF IDEA PUBLIC SCHOOLS RFP