



Request for Proposal

Executive Search Firm Services
for
Superintendent of Schools

Prepared By:

Crowley Independent School District
512 Peach Street
Crowley, TX 76036

Crowley Independent School District

Request for Proposals for Executive Search Firm for Superintendent Search

Crowley Independent School District (CISD) invites proposals from qualified consulting firms to provide Executive Search Consultant Services for the position of Superintendent of Schools. The Board of Trustees of the District (the “Board”) intends to engage the selected firm for the period of time necessary to conduct and conclude the Superintendent search process by August 2017. The successful proposer will be expected to develop and implement a search plan in accordance with the proposal requirements described herein, including:

- a) Supporting the Board in developing the criteria and qualifications for selecting a Superintendent
- b) Facilitating the process for community input and engagement
- c) Generating interest on the part of the potential candidates through comprehensive State and National outreach
- d) Coordinating the interview process
- e) Assisting the Board in narrowing down the list of finalists
- f) Handling the logistics of the search and interview process
- g) Assisting the Board in developing an appropriate compensation package for the Superintendent
- h) Other Superintendent search-related assistance the Board may require.

All Proposals must be received on or before Tuesday, April 4, 2017, no later than 4:00 p.m.

Final determination/award: No later than April 27, 2017, 6:30 p.m., Crowley ISD

Administration Building, 512 Peach Street, Crowley, TX 76036

Schedule – Key Dates

1. RFP Available for Prospective Vendors: Wednesday, March 15, 2017
2. Proposal Responses due: Tuesday, April 4, 2017
3. Optional Interviews by Board of Trustees: Week of April 11-14
4. RFP Awarded: Possible Action during week of April 11-14
5. Contract Start Date: April 17, 2017

This solicitation shall not be construed in any manner to be an obligation by the District to enter into an agreement with any proposer.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract with the selected contractor prior to entering into a contract.

The District reserves the right to revise in part this RFP. If the District cancels or revises this RFP, notice will be posted on the District's website, www.crowleyisdtx.org. The District also reserves the right to extend the date responses are due.

Proposals and any other information submitted in response to this RFP shall become the property of the District. Notwithstanding any indication by Responder of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the Texas Public Information Act.

The District will not provide compensation to Responders for any expenses incurred by Responders for the proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

All requests for information concerning this RFP must be directed to Mr. Dwayne Jones, CISD Executive Director of Business Services via email: dwaynejones@crowley.k12.tx.us.

General Information about the District

- During the 2016-17 school year, the District operates 23 campuses:

Campus	Grade Span	Enrollment
Crowley High School	10-12	1541
North Crowley High School	10-12	1772
Crowley 9 th Grade	9	522
North Crowley 9 th Grade	9	608
HF Stevens Middle School	7-8	930
Crowley Middle School	7-8	661
Summer Creek Middle School	7-8	789
Sue Crouch Intermediate	5-6	438
S.H. Crowley Intermediate	5-6	466
David L. Walker Intermediate	5-6	660
Mary Harris Intermediate	5-6	677
Bess Race Elementary	K-4	661
Sycamore Elementary	K-4	616
Deer Creek Elementary	K-4	450
Meadowcreek Elementary	K-4	666
Jackie Carden Elementary	K-4	532
Parkway Elementary	K-4	681
Oakmont Elementary	K-4	598
Dallas Park Elementary	K-4	678
Hargrave Elementary	K-4	586
Sydney H. Poynter Elementary	K-4	620
Bill R. Johnson CTE Center	9-12	Included in HS #'s
Crowley Learning Center	DAEP	Included district-wide

- The District's free and reduced lunch participation is at 58.04% as of March 2017 and the ethnic makeup of the student population is as follows:

Ethnicity / Race	Percentage
Hispanic – Latino	31.54%
American Indian – Alaskan Native	0.37%
Asian	4.10%
Black – African American	42.89%
Native Hawaiian – Pacific Islander	0.22%
White	17.32%
Two-or-more	3.56%

- The District employs approximately 1,858 total staff, including 1,089 teachers.
- CISD's M&O rate of \$1.17, along with the State contribution, generates approximately \$120 million in State and Local revenue to support the District's operations.

Qualifications

The selected firm must have experience in conducting a successful search (selection of a candidate and acceptance of a position, as facilitated by your firm) for a Superintendent of Schools for a K-12 Texas school district with at least 15,000 students. If a firm does not have such experience, the proposal may be deemed non-responsive and may be eliminated from further consideration.

Scope of Services

The basic scope of services shall include the following:

1. Conduct all aspects of the recruitment process as directed by the Board.
2. Review position requirements and interview, survey and conduct focus groups to solicit opinions from Board members, senior District staff, elected officials and various District stakeholders to help define the leadership attributes and leadership profile needed in a Superintendent of Schools.
3. Work with staff and the Board to develop a plan and timeline for the search that includes community involvement while balancing the need for confidentiality of applicants.
4. Meet with the Board and with individual Board members to assess Board priorities, goals and objectives in order to assist the Board in determining and articulating criteria and qualifications necessary for selecting a Superintendent of Schools.
5. Develop and implement a plan to provide and facilitate community input and engagement regarding desired Superintendent skills, characteristics and qualifications. Such a plan which may include focus groups, surveys and large community meetings, must include

all school system stakeholders, including parents and parent organizations, employees, the business community, District partners and key elected officials.

6. Prepare and distribute materials (e.g. leadership profile, survey results) as necessary to advertise position.
7. Assist the Board in developing an appropriate compensation package for the Superintendent that facilitates a successful recruitment effort.
8. Advertise statewide and nationally to recruit qualified candidates.
9. Screen all applications using criteria to be developed with the Board (but provide summary of all candidates to the Board).
10. Conduct comprehensive background checks and interviews of qualified applicants and include the results as part of the information provided to the Board for those recommended for consideration by the Board.
11. Coordinate and facilitate the interview process.
12. Evaluate and rank the qualified applicants in accordance with criteria developed in conjunction with the Board.
13. Maintain strict confidentiality throughout the search process as directed by the Board.
14. Prepare reports and recommendations to the Board, as requested at intervals established by the Board President.
15. Provide any other assistance to the Board as necessary to facilitate a final selection by August 2017.

Submittal Instructions

The proposal must be returned in a sealed and properly identified envelope or package to:

Crowley Independent School District
Attention: Dwayne Jones, Executive Director of Business Services
512 Peach Street
P.O. Box 688
Crowley, TX 76036

Submission Guidelines

Proposals shall be submitted in the same order as the RFP. Proposals must contain all required information to be considered responsive. Vendors may request an electronic copy of the work document in order to complete their response. The electronic copy of the document will also be available on the District's website at www.crowleyisdtx.org, *Departments >> Purchasing >>Upcoming RFP/RFQ's*.

One (1) original, (10) copies and (1) electronic version of the response must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No

faxes of proposals will be accepted. Proposals are to be received no later than 4:00 p.m. on April 4, 2017. Submit responses of the entire Request for Proposal to the address listed above.

Please contact dwaynejones@crowley.k12.tx.us to receive an electronic Word version of the RFP.

The RFP and subsequent amendments and/or updates will be available at:
www.crowleyisdtx.org, *Departments >> Purchasing >>Upcoming RFP/RFQ's*.

Addenda / Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the proposer's responsibility to check the District website to verify whether addenda/errata have been issued.

Instructions

Please provide the following information:

1. A brief history and description of your firm including your relevant experience in providing the aforementioned services in which you are currently or in the past five (5) years have been involved. Specifically address how the firm meets the qualifications specified above.
2. Name, address, phone, fax and email addresses of principal employees. Provide resumes of the individual(s) who will be working on this project.
3. Indicate name and contact information of lead consultant and staff who will be assigned to the contract for the duration of the search process, through and including the hiring of a Superintendent.
4. Provide at least three (3) references of other school districts with which you have worked (preferably districts with a student population of at least 15,000). Please include contact information for each.
5. Services your firm utilizes to assist school districts in identifying qualified candidates.
6. Address each of the items listed in the Scope of Services. Describe the methodology used by the firm for the search process and the role of the search firm at each step in the process. Describe detailed activities that are to occur, a timeline, significant milestones and anticipated deliverables.
7. Describe how the Board, staff and interested community members, including parents and business leaders, can be involved in developing the criteria for selection of a Superintendent.
8. The firm's pricing proposal shall be a firm fixed price to include a schedule and the amount or rate of compensation desired for the services outlined in your proposal. Specifically identify all items included in the compensation schedule.

9. Provide any additional information and comments your firm deems necessary to clearly communicate your firm's qualifications and the process you would use to recruit a Superintendent of Schools for the Board.

Evaluation Criteria

The determination of those who are qualified, interested and available and the Board's choice of the best qualified will be based on the following criteria:

1. The search firm's proposed approach to the work and how it meets the Board's needs.
2. Qualifications and experience relevant to the scope of work including specific experience recruiting and placing Superintendents in similarly-sized school districts, including the experience of the team assigned to the CISD search.
3. Past performance as determined by recent and relevant contracts. The evaluation will be based on information obtained from references provided by the firm as well as other relevant past performance information obtained from other sources known to the Board.
4. Fee structure.
5. Evaluation may include discussions or negotiations with vendors. Not all vendors may be requested to enter into further discussions. Although discussions may take place, vendors are encouraged to provide their best offer initially and not anticipate discussions to make their best offer.

(1) Firm name, address and point of contact for this proposal (including prior business or operating names and dba names):

Firm Web Address:

☐ Individual ☐ Partnership ☐ Corporation

[illegible][illegible]

SECTION B – LEGAL

- (5) Have you or any of your principals been in litigation or arbitration involving executive search services for any public, private or charter K-12 schools during the prior five (5) years?

Yes ☐ No ☐

If yes, provide the name of the school district and briefly detail the dispute: _____

- (6) Have you ever had a contract terminated for convenience or default in the prior five years?

Yes ☐ No ☐

If yes, provide details including the name of the other party: _____

- (7) Is your firm, owners, and/or principal, partner or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes ☐ No ☐

If yes, provide details: _____

- (8) Is your firm, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency?

Yes ☐ No ☐

If yes, provide details: _____

SECTION C – REFERENCES

List at least three school districts for which you have worked. Include the names, addresses, and telephone numbers of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

School District:

Contact Name:

Title:

Address:

Phone #:

Fax #:

Email:

Web Address:

Student Population:

Year Search Completed:

School District:

Contact Name:

Title:

Address:

Phone #:

Fax #:

Email:

Web Address:

Student Population:

Year Search Completed:

School District:

Contact Name:

Title:

Address:

Phone #:

Fax #:

Email:

Web Address:

Student Population:

Year Search Completed:

General Terms and Conditions

A. Errors and Omissions

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a proposer fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The proposer should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

B. Extra Work

No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District.

C. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the proposer's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.

D. Terms of the Offer

The District's acceptance of Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared nonresponsive and will not be considered.

E. Proposer Agreement to Terms and Conditions

Submission of a signed proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

F. Laws Governing Contract

This contract shall be in accordance with the laws of the State of Texas. The parties stipulate that this contract was entered into in the County of Tarrant, in the State of Texas. The parties further

stipulate that the County of Tarrant, Texas, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

G. Time

Time is of the essence of this Contract.

H. Severability

If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

I. Assignment

The Agreement shall not be assigned without the prior written consent of the District.

J. Status as Independent Contractor

This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of CISD and are not entitled to benefits of any kind or nature normally provided employees of CISD and/or to which CISD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, CISD being interested only in the results obtained.

L. Non-Discrimination

It is the policy of CISD that in connection with all work performed under Contracts there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and Texas laws and CISD policy concerning discrimination. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

M. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend CISD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend CISD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR

in connection with the performance of this Agreement. This provision survives termination of this Agreement.

I certify and declare under penalty of perjury under the laws of the State of Texas that the foregoing proposal is true and correct. Executed this _____ day of (month), (year), at _____/ _____ (city/county), State of Texas.

Signature: _____

Name:

Title:

Company Name:

CONFLICT OF INTEREST

The Conflict of Interest Questionnaire, Form CIQ, is attached for your company to execute and submit to Crowley ISD. This document needs to be filed with Crowley ISD in compliance with HB914 requiring all vendors to disclose the contained information.

It is necessary for Crowley ISD to obtain and retain documents from the vendor which clearly indicates there is no conflict of interest for any product(s) and/or service(s) offered/provided to Crowley ISD. This form must be on file with the Business & Finance Department in order for Crowley ISD to continue doing business with your company.

Please complete the form and include it with your bid or proposal packet. If you have any questions, contact Dwayne Jones, Executive Director of Business Services at dwaynejones@crowley.k12.tx.us.

Local Government Officers of Crowley ISD

Superintendent of Schools (Interim)	Dr. Patricia Linares
Board of Trustees Member	June Davis
Board of Trustees Member	Gary Grassia
Board of Trustees Member	Ryan Ray
Board of Trustees Member	Thedrick Franklin
Board of Trustees Member	Mia Hall
Board of Trustees Member	Lyndsae Benton
Board of Trustees Member	Vacant
Deputy Superintendent, Policy & Support Services	Bill R. Johnson
Deputy Superintendent, School Administration	Dr. Trent Lovette
Chief Academic Officer	Dr. David Priddy
Chief Employee Services Officer	Dr. Theresa Kohler
Chief Administrative Support Officer	Stan Swann
Executive Director, Business Services	Dwayne Jones
Executive Director, Non-Instructional Services	Randy Reaves
Executive Director, Technology & Information Resources	Jerry Allen
Executive Director, Special Services	Elisa Fisher
Executive Director, Athletics	Charles Lincoln
Director, Accounting/Finance	Stacey Adrian
Director, College and Career Readiness	Annette Duvall
Director, Federal Programs, Accountability & Elementary Instruction	Ted Kretchmar
Director, Professional Development	Jaretha Jordan
Director, Communications and Marketing	Anthony Kirchner
Director, Safety and Security	Pat Panek
Director, Innovative Programming	Pam Berry

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CRIMINAL BACKGROUND CHECK, FELONY CONVICTION DISCLOSURE AND
DEBARMENT CERTIFICATION**

(a) CRIMINAL BACKGROUND CHECK

Bidder/Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Bidder/Proposer certifies to the CISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Bidder/Proposer shall assume all expenses associated with the background checks, 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 CISD's property or other location where students are regularly present. CISD shall be the final decider of what constitutes a "location where students are regularly present." Bidder/Proposer's violation of this section shall constitute a substantial failure.

If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) 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 has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "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."

Please check one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction: _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Company

Signature of Authorized Company Official

Printed Name

(c) DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company

Signature of Authorized Company Official

Printed Name

TERMS AND CONDITIONS

Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- A. Any offense against a child
- B. Any sex offense
- C. Any crimes against persons involving weapons or violence
- D. Any felony offense involving controlled substances
- E. Any felony offense against property
- F. Any other offense the District believes might compromise the safety of students, staff, or property

FIRE ARMS/CONTROLLED SUBSTANCES

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. The use of tobacco products are not allowed on school district property.

All contractors, subcontractors and their employees must submit to the Crowley ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Crowley ISD pursuant to this Bid/RFCSP on any and all Crowley ISD campuses or facilities. Vendor will not assign individuals to provide services at any Crowley ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Crowley ISD Business Office.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature _____

Printed Name _____

Company Name _____

Telephone Number _____