

**REQUEST FOR PROPOSALS
FOR
SUPERINTENDENT SEARCH FIRM CONSULTANT
WEST OTTAWA PUBLIC SCHOOLS
1138 136th Ave.
Holland, MI 49424**

ISSUED:

Due Date for Receipt of Proposals: **September 23, 2020 – 4:00pm ET**

REQUEST FOR PROPOSALS FOR SUPERINTENDENT SEARCH FIRM CONSULTANT

INVITATION/PURPOSE: The purpose of this Request For Proposal (“RFP”) is to invite proposals (“Proposals”) for the selection of a Search Firm Consultant (“Search Firm” or “Firm”) to assist the West Ottawa Public School District (“School District”) Board of Education (“Board”) in its national search for a new Superintendent. The Board seeks Proposals from experienced and qualified Search Firms specializing in searches for administrators of educational organizations. The Search Firm will act under the direction of the Board.

RFP TIMELINE: The School District’s **anticipated** timeline for its selection process is:

- 9/9/2020** Request For Proposals Issued
Emailed by the Board to Search Firms and organizations known to provide such services and be published on the School District’s website.
- 9/16/2020** Request For Clarifications Due Date **4 p.m. ET**. See Section VIII for additional details.
- 9/18/2020** No addendums shall be made after September 14, 2020.
- 9/23/2020** Deadline for receipt of Proposals from Search Firms: **4 p.m. ET**. See Section V for additional details.
- 9/24/2020 to 9/27/2020** Board members receive and review Proposals in advance of the September 28, 2020 Board meeting.
- 9/28/2020** Board Meeting: Recommendation by the Board of preferred Search Firms and vote by Board on Search Firm finalists. Finalists approved by the Board will be invited to interview with the Board at a Special Board Meeting the evening of **10/5/2020**.
- 10/2/2020** Deadline for presentation materials from Search Firms: **4 p.m. ET**. See Section VII for additional details.
- 10/5/2020** Board Meeting: Presentations by Search Firm finalists and interviews. Selection/Award of Search Firm by Board (subject to successful negotiation thereafter of final contract and execution by Search Firm and School District).

Further timelines to be developed in consultation with the selected Search Firm.

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the RFP timeline set forth above as it determines to be in its best interest.

I. INFORMATION ABOUT WEST OTTAWA PUBLIC SCHOOLS

West Ottawa Public Schools serves approximately 6680 students within Ottawa County, a population of approximately 300,000. There are approximately 53,000 residents within the district boundaries. The School District is comprised of 12 schools, including 8 elementary schools, 2 middle schools (grades 6-8), 1 high school, and an alternative high school. The School District employs approximately 800 employees, including 33 administrators and 427 certified personnel. The district's general fund receives approximately \$76,000,000 in federal, local, and state revenue. District residents approved bond authorizations in 2014 and 2019 for capital improvements throughout the district. These two authorizations totaled \$187,900,000, of which \$91,000,000 is still left to issue.

Approximately 55% of West Ottawa students qualify as Economically Disadvantaged, and the racial/ethnic make-up of the student body is as follows:

- 43% White
- 41% Hispanic
- 7% Asian
- 3% African American
- <1% Native Hawaiian or Other Pacific Islander
- 5% Two or More Races

West Ottawa Public Schools offer world-class educational, extracurricular and athletics programs for its students. District highlights include:

- #1 Public High School in Ottawa County^{1,2}
- #1 Public School District in Ottawa County¹
- #3 Most Diverse School Districts in Michigan¹
- #4 in Top 10 Public School Districts in West Michigan¹
- #16 Best School Districts in Michigan¹
- 36 AP & IB Courses Offered
- 47 Visual, Performing, and Applied Arts Programs Offered
- 95% Graduation Rate

¹2020 Best Schools Rankings (Niche.com)

²Context and Performance Report Card – 2018 (Mackinac Center for Public Policy)

West Ottawa Public Schools is governed by a seven-member Board of Education. Members are publicly elected to four-year terms. The Board of Education is primarily responsible for setting policy, adopting operating and capital budgets, establishing long-term Board and student achievement goals, and hiring the Superintendent.

The Superintendent, who acts as the chief executive officer of the School District, is responsible to the Board for carrying out School District policy, administering the operation of the School District and its individual schools, supervising all School District personnel, and advising the Board on all educational matters for the welfare and interest of the students.

The current School District Superintendent is anticipated to retire **in the 1st Quarter of 2021**. As such, the Board desires to hire the new Superintendent by **February 1, 2021**.

Please visit the West Ottawa Public Schools' website at www.westottawa.net for more information about the School District.

II. SCOPE OF SERVICES

Under the direction of the Board, the Search Firm shall, without limitation, fulfill the following **Scope of Services**:

1. Provide an outline of recommendations for the search process and work with the Board to implement a search process including, without limitation, development of a plan and timeline for recruitment, selection and communications;
2. Meet with Board members to clarify and determine views regarding desirable qualifications, experience, and characteristics of candidates;
3. Engage the community, staff, students and other stakeholders to develop a profile of the desired qualities of the next Superintendent;
4. Prepare a position description;
5. Identify qualified candidates and share with those candidates the School District's characteristics and the Board's criteria for the new superintendent, and encourage qualified internal and external candidates to apply;
6. Conduct all aspects of advertising, solicitation of candidate applications, and background screening of candidates in accordance with applicable laws as required by the Michigan Revised School Code (i.e. obtain both a consumer report and an investigative consumer report for purposes of assessing validation of qualifications, professional and personal reputation);
7. Facilitate input and prepare summaries from and conversations and surveys with staff, students, parents, the community and stakeholders throughout the search process;
8. Assist the Board as requested with assessment of pool of initial responses received from interested candidates;
9. Assist Board as requested in further review and identification of highest qualified candidates and facilitate requests for additional information from candidates and references, and;
10. Communicate regularly and proactively w/ the Board throughout the search process.

III. REQUIRED CONTENTS OF PROPOSALS

Each Proposal shall contain, at a minimum, the following information under the following sections organized in the order given below. Search Firms may use a format of their choosing within the sections. Any Proposal not containing the required information may be eliminated from further consideration. Proposals should be submitted in three ring binders to allow easy removal of pages for photocopying.

A. Firm Profile

1. A description of Search Firm history and firm philosophy;
2. Qualifications and experience relevant to this scope of services;
3. Identify key attributes that make your firm the most qualified to conduct this search;

4. Address each of the items listed in the Scope of Services including the methodology used by the firm to fulfill these services;
5. Identify key personnel to be assigned to this search, including resumes;
6. Provide a list of Superintendent searches conducted by your Search Firm within the last five (5) years, including the name of the school district, the name and previous position of the candidate selected through the search, and if the candidate is presently serving in the same position. If the candidate selected is no longer serving in the same position, state the length of time he or she remained in that position;
7. Provide a list of references and contact information and at least three (3) letters of reference from board member clients from three (3) different school districts for whom you have provided services in the last five (5) years. Do not include superintendents who have been placed through your Firm's services;
8. State whether any school district has in the past five (5) years terminated your services prior to completing its search. If so, please state the name of the school district that terminated your services and the reason for such termination;
9. Are there any current legal claims pending against your Firm? Have there been any legal claims filed by a school district against your firm in the past 10 years? Has full or partial payment been withheld by a school district within the last 10 years? If yes to any of these, provide details;
10. Is your Firm familiar with the Michigan open meetings and public records laws and the application of these laws to the School District's search process?
11. Is your Firm, its owners, and/or any member of your professional staff involved in any pending complaint or litigation regarding professional misconduct, discrimination, or sexual or other unlawful harassment? If yes, provide details. If there is no such pending complaint or litigation, has such a complaint or litigation been filed at any time within the last five (5) years? If yes, provide details.

B. Proposed Search Plan

Provide the methodology your Firm uses to initiate and carry out a search. The narrative should address search activities including, without limitation:

1. Proposed timeline of search;
2. How you communicate and work effectively with a seven-member elected Board;
3. Strategies to engage and inform the community of the search process, promote transparency, and provide meaningful ways to generate and receive public input on the initial position qualifications and evaluation of finalist candidates;
4. How you will collect information from stakeholders to develop the initial position qualification and evaluation criteria;
5. What you see as the major challenges to a successful superintendent search and how you would address them;
6. State whether your Firm maintains a database or pool of candidates who have indicated they seek new positions; if so, describe what your Firm does to find

potential candidates who are not in your database or pool, and state how many placements you have made of candidates in the past five (5) years who are not in your database or pool. If your Firm does not maintain a database or pool of candidates, describe how your Firm would recruit potential candidates;

7. If your Firm maintains a database or pool of candidates who have indicated they seek new positions, state how many of the candidates listed in response to Item 7 above came from that database vs. how many were identified through other means outside that pool;
8. Describe how your firm attracts a diverse candidate pool; for purposes of this response, "diverse" shall be understood to refer specifically to race, ethnicity, gender/gender identity, and disability status;
9. Describe your process for background checks and screening of applicants, and;
10. What information, services and assistance you will require from the Board and School District staff to enable you to conduct the search.

C. Describe and Itemize the Anticipated Fee Structure of this Search

1. Detail your Firm's fee structure proposed for these services. Include the manner that fees would be calculated and expense reimbursements that would be charged to the School District;
2. Describe the manner in which additional services requested by the School District would be charged;
3. Provide an estimate, based upon your Firm's proposed fee structure, for the total cost to the School District. This amount is an estimate only and will not be considered a bid or guarantee of the amount to be paid by the School District. The amount to be charged will be subject to completed negotiations between the School District and the selected Firm and a signed contract; and
4. Describe the terms of any guarantee that your Firm provides concerning selection, placement, and minimum period of retention of a Superintendent, including circumstances under which an additional search is conducted at no additional charge.

IV. PROPOSAL SUBMISSION FORMAT AND INSTRUCTIONS

1. All Proposals are due on or before September 23, 2020 (the "Due Date") at 4:00pm;
2. Proposals shall be encrypted and emailed to boardofed@westottawa.net with decryption key or password emailed separately to the same address.
3. The email shall be titled "PROPOSAL ENCLOSED: West Ottawa Public Schools RFP For Superintendent Search Firm Consultant" and the email shall include the search firm's name, address, and telephone number.
4. Proposals or proposal revisions received after the Due Date and time specified above will not be accepted or considered. All Proposals or proposal revisions received after the Due Date will be discarded.
5. Each Proposal must be signed by an authorized member of the Search Firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or

WRITTEN Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

6. The School District intends to communicate with Search Firms via e-mail (e.g., RFP clarifications and addenda). References in this RFP to “written” form of communications include e-mail.
7. If it becomes necessary to revise any part of this RFP, all addenda will be issued through the School District’s website and all addenda shall become a part of this RFP. Each Search Firm must in its Proposal to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Search Firm to receive, or acknowledge receipt of, any addendum shall not relieve the Search Firm of the responsibility for complying with the terms thereof.
8. Each Search Firm by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Search Firm.
9. A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
10. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.
11. The School District intends that all Search Firms shall have equal access to information relative to the RFP.
12. Finality of Decision: Any decision made by the School District, including the Search Firm selection, shall be final.
13. Neither the issuance of this RFP, nor the receipt and evaluation of any Proposal, commits the Board to enter into any contract with a Search Firm. This is a Request For Proposals only. Proposals will be treated as offers to enter into a contract with the School District.
14. After the Due Date, submissions received in response to this RFP shall be public records, and shall not be considered proprietary or confidential. Your submission is not private after the deadline for bidding has passed and Proposals have been opened.

V. REVIEW BY THE BOARD AND DETERMINATION OF FINALISTS

The Board will evaluate each applicant’s qualifications, experience, resources, and references based on the Proposals submitted and any other information that the Board may independently develop. A current financial statement may be requested from any Search Firm as evidence of the Firm’s financial stability. The information must contain a statement as to whether the statement was internally prepared or whether it was prepared by an outside accounting firm.

EVALUATION CRITERIA:

The Board will consider the following criteria, plus such other criteria as it deems relevant, to make determination of finalists.

1. Relevant qualifications of the Search Firm’s personnel based on education and experience;
2. Compliance with the requirements of this RFP and quality of responses;
3. Experience and reputation of the Firm and personnel in the performance of similar consulting services;
4. The track record of the Firm in successful placement of candidates vs. unsuccessful placement (including Superintendents placed but not ultimately assuming duties, or leaving duties within two years of placement);
5. The success of the Firm in placing candidates who are not within its existing database/pool;
6. Availability of Firm resources to meet the schedule and project requirements;
7. Information supplied by references as well as information learned from persons not listed as references, and;
8. Fee structure and cost estimates for services and expenses, taking into consideration that pricing is not necessarily reflective of the overall value to the School District nor will the Proposal containing the lowest price necessarily serve the best interests of the School District to select a qualified and responsible Search Firm.

VI. PRESENTATIONS BY SEARCH FIRM FINALISTS TO THE BOARD

Finalists approved by the Board will be invited to interview with, and make a presentation to, the Board at a Special Board Meeting on **October 5, 2020**. Any presentation materials that will be distributed or shown at the presentation by a Search Firm must be submitted in advance to the Office of the Superintendent not later than **September 30, 2020 by 4:00 p.m.** “Materials” include any handouts for the Board and PowerPoint files to be presented. At the Board meeting on **October 5, 2020**, the selection of a Search Firm will be placed on the agenda and a vote will be taken by the Board to select the Search Firm, if any, that the Board determines is best suited to meet the needs of the District based on information provided at the interviews as well as the evaluation criteria listed in Part V above.

VII. RFP CLARIFICATIONS/ADDENDA

1. Search Firm shall promptly notify the School District of any ambiguity, inconsistency, or errors that they may discover upon examination of the RFP and accompanying documents. Prospective Search Firms may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within two (2) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after **4:00 p.m. on September 16, 2020**. All Requests For Clarifications must be emailed to the Board at boardofed@westottawa.net (Subject Line: Request For Clarification –RFP For Superintendent Search Firm Consultant). No response will be made to any oral questions. All questions and answers will be posted on the School District’s website. It is each Search Firm’s responsibility to check the School District’s website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP. No addendums shall be made after **September 18, 2020**.

2. If any provisions of this RFP shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
3. If it becomes necessary to revise any part of this RFP, all addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Addenda issued by the School District regarding this RFP shall become part of this RFP, the Proposal and contract documents and receipt thereof shall be acknowledged on the Proposal Form. Each Search Firm shall ascertain prior to submitting their Proposal that they have received all addenda issued.
4. In order to maintain the highest ethical standards, after the issuance date of this RFP and prior to the deadline for submission of Proposals, Search Firm representatives are not permitted to communicate about the subject of this RFP or a Search Firm's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students or employees, except for the contact person identified above solely for the purpose of asking for a Request For Clarification. Failure to adhere to this requirement shall result in disqualification from further consideration of the Search Firm.

VIII. GENERAL REQUIREMENTS

The following terms and conditions will be part of any contract between the School District and the selected Search Firm ultimately selected by the Board. Any exceptions to the terms and conditions contained in this RFP, or any other special considerations or conditions requested or required by the Search Firm relative to this RFP shall be expressly/specifically enumerated by the Search Firm and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Search Firm's opinion are not applicable to, the Search Firm, provided however, that exceptions or special conditions of the Search Firm will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final contract. By submitting a Proposal, the Search Firm agrees that any contract between the parties shall contain, but not be limited to, the following general provisions:

1. *Professionalism*: Search Firm shall provide qualified staff to the satisfaction of the Board of Education who shall perform their services in a highly professional and timely manner in accordance with the requirements of the agreed upon services schedule and with all applicable state laws and regulations.
2. *Invoicing*: Invoices will itemize charges and will provide reasonable detail of the services that were performed. No separate charges shall be made to the School District for routine expenses such as travel in the metropolitan area, cellular phone charges, photocopying charges, computer usage, equipment rental or postage. The School District shall pay all undisputed amounts within thirty (30) days of the receipt of said invoice. Any disputed amounts will be communicated to Search Firm by the School District in writing and payment of such disputed amounts shall be withheld until resolved to the satisfaction of the School District. The School District will not be assessed any penalty or interest for delayed payment of disputed amounts if not resolved by Search Firm as set forth above. If disputes cannot be resolved within sixty (60) days the parties will resolve the matter through arbitration.

3. *Termination*: The Board shall have the right to terminate the contract, without penalty, with Search Firm at any time and for any reason. In that event, Search Firm will be paid only for services rendered, and out of pocket expenses incurred, and approved in advance by the School District, through the termination date. In such event, a detailed (time and money) itemized final statement of work performed by Search Firm up through the date of termination by the Board shall be provided by the Search Firm.
4. *Indemnification*: To the fullest extent of the law, Search Firm shall fully indemnify, defend and hold harmless the School District, the members of its Board of Education (in their individual and official capacities), administrators and employees, from any and all loss, damages, claims for damages and/or judgments for personal injuries, including death, to any person, costs or expenses in law or equity arising out of or in any way resulting from or arising out of the provision of its services under the contract. This provision shall survive the expiration or earlier termination of the contract and shall not be limited by the Search Firm's insurance obligations contained in the contract.
5. *Civil Rights*: Search Firm agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88352) and all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance from the department; and hereby gives assurance that all measures necessary to immediately effectuate this contract will be taken. Search Firm further agrees to comply with all other applicable requirements of federal, state and local laws, ordinances and regulations regarding nondiscrimination in employment.
6. *Insurance Requirements*: At all times during the term of any contract with the School District, Search Firm shall purchase and maintain workers' compensation insurance for all of its employees as required by law, and shall be required to maintain employer's liability insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance at a minimum of \$1,000,000 per occurrence.
7. *Force Majeure*: The parties shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner if: 1) nonperformance is due to extraordinary weather (not including any weather condition which is not severe enough to warrant the closing of School District schools), fire, strike, loss of transportation facilities, lockout, unavailability or commandeering of materials, products, plants or facilities by the Government or rationing or limitation of use of materials or products; and 2) non-performance is not due, in whole or in part, to the fault or neglect of the party not performing.
8. *Exclusion of Persons with Unsatisfactory Background Check*: Search Firm will be required to agree that it shall not assign any person to perform services to the School District who has a criminal record of a serious nature, including but not limited to any of the following crimes, regardless of the length of time since conviction: (a) any felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or any protected person; (e) endangerment of a child or debauching a minor; (f)

- public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The background check shall also include information regarding civil lawsuits to which referred candidate(s) are or were previously party; in particular, those suits arising from employment-related claims in which the referred candidate(s) were either plaintiff or defendant. Further, a credit check shall be conducted under the guidelines set forth by the Fair Credit Reporting Act (FCRA). Search Firm shall be required to obtain any authorization or consent necessary from its employees to obtain background check information to assure compliance with this requirement and shall actively continue to adhere to this requirement throughout the contract period.
9. *Compliance with School District Policies:* While performing the services or while in or on the School District property, the Search Firm, its employees and agents shall be responsible for knowing and shall be subject to, and adhere to, all the rules, regulations, policies and procedures of the School District.

INDEX OF ATTACHMENTS
WEST OTTAWA PUBLIC SCHOOLS
RFP FOR SUPERINTENDENT SEARCH FIRM CONSULTANT

Attachment A – Proposal Form

Attachment B – Conflict of Interest Affidavit

Attachment C – Iran Linked Business Affidavit

ATTACHMENT A
WEST OTTAWA PUBLIC SCHOOLS
RFP FOR SUPERINTENDENT SEARCH FIRM CONSULTANT

Proposal Form

Search Firm Name:

Address:

Contact Person:

E-Mail:

Phone:

In accordance with the School District's RFP, Search Firm certifies that it has familiarized itself with the required services, has carefully read them and understands their contents.

A. SEARCH FIRM CONSULTANT FEE

1. Fee for Services: _____

2. Reimbursable Expense: _____

B. ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Search Firm acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

C. CONTRACT REQUIREMENTS

Search Firm understands that nothing in this RFP shall obligate the Board of Education to ultimately select any of the Search Firms submitting Proposals nor to enter into any contract with any person or Firm.

Search Firm

1. Authorizes any member of the Board of Education to contact any of Search Firm's previous or current clients ("Client"), whether or not listed by Search Firm as a reference in this Proposal;

2. Authorizes any Client to provide information to any member of the Board of Education about the current or past business relationship between Search Firm and that Client (including, but not limited to, personal opinions and level of satisfaction with Search Firm's services and results obtained, and;
3. Releases Client from any and all liability related to the providing of such information. Search Firm further authorizes the Board to provide a copy of this authorization and release to any Client.

Search Firm agrees that if it is selected to provide the consulting services, a contract will be prepared by the School District between the parties shall contain, but not be limited to, the provisions and requirements contained in this RFP.

ACKNOWLEDGMENT OF TERMS & AUTHORIZATION

The undersigned Search Firm acknowledges and agrees that the School District reserves, in its sole and absolute discretion, the right: (i) to accept or reject, in whole or in part, any and all Proposals received in response to this RFP; (ii) to waive informalities and irregularities in the RFP process; and (iii) to award the contract to a Search Firm, regardless of whether or not it is the lowest financial proposal.

The School District reserves the right to request additional information from any or all Search Firms. The School District reserves the right to negotiate with the Search Firms concerning their Proposals. In the event a Search Firm's Proposal is accepted by the School District and that Search Firm asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the contract to another Search Firm. Notwithstanding the foregoing, any award to, or selection of, the selected Search Firm shall be contingent upon the Search Firm executing the form of contract prepared by and acceptable to the School District.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal, unless specifically enumerated as an exception as part of our Proposal.

I hereby certify that I am authorized to sign as a representative for the Search Firm.

SEARCH FIRM HEREBY SUBMITS THIS PROPOSAL FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.

Search Firm Name:

Authorized Individual Name:

Position/Title:

Signature:

Date:

ATTACHMENT B
WEST OTTAWA PUBLIC SCHOOLS
RFP FOR SUPERINTENDENT SEARCH FIRM CONSULTANT
CONFLICT OF INTEREST AFFIDAVIT

The undersigned, the owner or authorized officer of the undersigned Search Firm (the "Search Firm"), pursuant to the conflict of interest disclosure requirement provided in the West Ottawa Public Schools' (the "School District") Request for Bids For Superintendent Search Firm Consultant, hereby represents and warrants that, except as provided below, no familial, business or other relationships that may create a conflict of interest, or the appearance thereof, exist between the owner or any employee of the Search Firm, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District's Board of Education Members and its Superintendent may be found at www.westottawa.net.

SEARCH FIRM: _____

Signed: _____

Printed: _____

Title: _____

STATE OF _____)

) SS.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by
_____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

ATTACHMENT C
WEST OTTAWA PUBLIC SCHOOLS
RFP FOR SUPERINTENDENT SEARCH FIRM CONSULTANT
IRAN LINKED BUSINESS AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors and employees.

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012 The undersigned, the owner or authorized officer of the below-named Search Firm (the “Search Firm”), pursuant to the compliance certification requirement provided in the West Ottawa Public Schools (the “School District”) Request For Bids For Superintendent Search Firm Consultant (the “RFP”), hereby certifies, represents and warrants that the Search Firm (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Search Firm is awarded a contract as a result of the aforementioned RFP, the Search Firm will not become an “Iran linked business” at any time during the course of performing any services under the contract. The Search Firm further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for bid/proposal for three (3) years from the date it is determined that the person has submitted the false certification.

There is not an “Iran Linked Business” that exists within the bidder and/or owner, officers, directors and employees.

SEARCH FIRM: _____

Signed: _____

Printed: _____

Title: _____

STATE OF _____)

) SS.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by

_____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____