

Dilley Independent School District

245 Hwy 117
Dilley, Texas 78017
Tel: 830-965-1912
Fax: 830-965-4069

Request for Proposal

DILLEY INDEPENDENT SCHOOL DISTRICT invites you to submit proposal for:

Student Insurance

REFERENCE NUMBER: RFP # 20-100

MUST BE DELIVERED BY: *Date: March 26, 2020, 2:00 pm (CST)*
(Note: Timely physical delivery is at the risk of the respondent.)

MUST BE DELIVERED
OR HAND CARRIED TO: DILLEY INDEPENDENT SCHOOL DISTRICT
Administration Office
245 Hwy 117
Dilley, Texas 78017

ESTIMATED CONTRACT PERIOD: Begin Date: August 1, 2020 End Date: July 31, 2021 with the possibility of
extending contract for a second and third year. Subject to change based
on approval timelines by the DISD Board of Trustees.

PRE-PROPOSAL CONFERENCE N/A

DISTRICT BUYER IN CHARGE OF PROPOSAL: All questions regarding this shall be submitted in writing to
Pamela.Bendele@Dillevisd.net on/or before March 17, 2020.
The District will be closed the week of March 9-13, 2020.

* * * * *

Scope of Work/Specifications

RFP # 20-100

Required Document

Student Insurance/Athletic Accident Insurance

Pursuant to District policy FFD Local/Legal, the Dilley Independent School District is seeking proposals for the district provided Student Accident & Catastrophic Insurance coverage for all students who participate in all U.I.L. sports and academic activities as well as for students who participate in all school sponsored & supervised extracurricular activities including field trips. DISD is interested in receiving proposals from qualified carriers to underwrite the Student Accident Insurance, Student Catastrophic Insurance, and the Optional Student Catastrophic Cash Benefits Insurance programs sponsored by DISD. The Student Accident Insurance Program is to include all of the required levels of coverage listed below for all qualified or eligible students who are injured while under the course and scope of U.I.L. and/or school sponsored & supervised extra-curricular activities, clubs participation, and field trips with DISD. The Student Accident Insurance provider must submit evidence of ability to insure and service the group without undue requirements of the district and/or its students. Additionally, “low cost accident insurance for students” needs to be offered to all students on a voluntary basis whereby “students or parents shall pay the premium for the coverage.”

The awarded vendor’s products and/or services will include the following:

1. A minimum of one (1) pre-requisite proposal is being requested. However, other additional alternate plans are also welcomed once the pre-requisite requirement is met and/or an alternative plan is identified & justified as a deviation from the pre-requisite requirement.
2. A plan or proposal that duplicates services as in the district’s current plan;
3. Any other alternate plan(s) identified and explained as an equal, comparable, better, and/or other alternative plan. The “alternative” plans need to be identified and the deviations or differences from current plan need to be clearly explained.

Insurance Coverage Services (detailed specifications/limits & deductible are included on Forms B, C and brochures as separate electronic attachments).

Insurance coverage being requested is for accident insurance coverage as primary insurance coverage whenever student/parent/guardian does not have effective insurance coverage for student participant and as secondary insurance whenever student/parent/guardian does have effective insurance coverage for student participant with exceptions such as when CHIPS and/or Medicaid insurances are involved. The proposals should include the following minimum levels of insurance coverage:

1. Blanket Accident Insurance

- A. For all students, grades Pre-K through 12, who participate in any UIL sanctioned and school sponsored & supervised interscholastic sports, academics, and other activities, including all athletes, managers, trainers, cheerleaders, band members, etc.
- B. For all students, grades Pre-K through 12, who participate in any other school sponsored & supervised extracurricular activities on school property.

2. Catastrophic Accident Insurance

- A. For all students, grades Pre-K through 12, who participate in any UIL sanctioned and school sponsored & supervised interscholastic sports, academics, and other activities, including all athletes, managers, trainers, cheerleaders, band members, etc.
- B. For all students, grades Pre-K through 12, who participate in any other school sponsored & supervised extracurricular activities on school property.

3. Optional Catastrophic Cash Benefits Insurance

- A. For all students, grades Pre-K through 12, who participate in any UIL sanctioned and school sponsored & supervised interscholastic sports, academics, and other activities, including all athletes, managers, trainers, cheerleaders, band members, etc.
- B. For all students, grades Pre-K through 12, who participate in any other school sponsored & supervised extracurricular activities on school property.

4. Voluntary Student Accident Insurance (Pursuant to District policy FFD Local/Legal offered to all students, but enrolled on a voluntary basis whereby “students or parents shall pay the premium for the coverage.”)

- A. For all students, grades Pre-K through 12, during School Time Only.
- B. For all students, grades Pre-K through 12, during 24-Hours.
- C. For all students, grades Pre-K through 12, Dental.
- D. For all students, grades Pre-K through 12, Other.

5. Administration Services

The vendor shall demonstrate, document, and attest of having the necessary capabilities to meet all terms and requirements of the RFP in its entirety including, but not limited to licensure, minimum liability insurance, local/state/federal compliance, operating locations, competent & professional staff, experience, expertise and financial stability to provide all of the applicable claims administration, safety & loss control, financial reporting, and all services inherent or associated with this type of insurance. It is preferred that the Contractor have strong customer service, bilingual capabilities, electronic/on-line capabilities, and school district experience.

6. Reports

The vendor shall provide **monthly** and other quarterly or annual reports of utilization to DISD which, if applicable and within the scope allowed by law, identify the number of claims, type of claims, status of claims, utilization costs, earned premiums, loss ratios, trend analysis, case reviews, recommendations, etc., as well as any other customized reports deemed necessary by the district. Experience reports must be timely (**monthly**) and should include electronic methods for communication and/or transfer of data.

7. Other Conditions & Requirements

The vendor must meet all of the requirements and conditions as set forth in the Request for Proposal in its entirety. Failure to comply with any of the requirements and conditions or to satisfy any of the compliance or servicing criteria will result in disqualification. Highlights of these requirements and/or conditions include, but are not limited to:

- 1. Provide a brief biography describing service, experience, qualifications, certifications, and references.
- 2. Provide documentation proof of being licensed by the State of Texas.
- 3. Provide documentation of financial stability (A.M. Best rating or equivalent, financial statements, etc.) as deemed applicable.
- 4. Provide documentation proof, via certificates of insurance (or Waiver of Subrogation), if applicable, of coverage for Workers’ Compensation insurance (statutory limits), Errors & Omissions, General Liability 1 Million, and/or Professional Liability insurance with minimum limits of \$2,000,000 and effective dates before, on, and during all time services will be in effect. When/where applicable, the district needs to be named as additional insured and the insurance coverage(s) need to be maintained up to date and in effect during the complete term(s) of the service agreement.

5. Submit as part of the proposal a complete specimen copy of a contract and/or any miscellaneous forms requiring authorization by DISD to which DISD will be a party to, if the district accepts the proposal and proposed contract terms.
6. Terms must include a cancellation notice clause of “minimum 90 days written notice (by either party) of cancellation, non-renewal, and/or material change of contract language.”
7. The district is requesting a premium payment schedule with payment due annually in September of each contract year. If not applicable or feasible, please indicate method of acceptable payment options.
8. Provide insurance coverage binder before or on date coverage is in effect as well as actual insurance policies to the district before or within 60 days of inception.
9. In addition to package services and pricing (with a breakdown of services and premiums), please indicate whether mono-line services and pricing is available i.e. non-packaged separate units of services and pricing which can be purchased as “stand alone” products.
10. Include a brief description of your claims process and services you will provide.
11. Include a brief description of what will be required of Dilley ISD when notifying you of an injury.

Acknowledgement of proposal:

Name & Title of Representative

Company Name & Telephone

Authorized Signature

Date

Company Name: _____
I have Read and agree to all terms on this page
(initials): _____

District Profile

- A. Number of Schools: 3 (1 HS, 1 MS, 1 ES)
- B. Accreditation: Texas Education Agency
- C. UIL Class: 3A Division 2
- D. Total UIL Sports Participants including cheer: 250 (estimated number)
- E. Total UIL Fine Arts Participants: 30 (estimated number)
- C. Total Estimated Student Membership: 976 (as of 2/24/2020)
- D. Total Estimated District Employees: 175 Full-time
- E. District Summary Audited Financial Data:

<u>Year</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Net Change in Fund Balance</u>	<u>Ending Fund Balance</u>
2017	\$12,459,647	\$16,024,501	(\$3,952,041)	\$9,109,214
2018	\$11,103,595	\$12,037,189	(\$946,873)	\$9,396,776
2019	\$17,780,300	\$12,031,843	\$5,748,457	\$15,145,233

For a copy of the most recent audited financial report please contact Pamela Bendele via email at Pamela.bendele@dilleysd.net

Year **Incurred Claims** **Loss Ratio**
Will be a separate report on the website

Year **Blanket Cov. & Cat/Cash Benefit PREMIUM**

Is included with the claim information on the website

Vendor Submission

The vendor will submit three - three-ring binders, one original and two copies, with the following tabs listed below:

- I. Sample reports that detail your loss run reports including the loss ratio.
- II. At least three references of a similarly sized district where you currently provide this coverage.
- III. Completed Price Sheets- Included as a separate electronic attachments forms B&C
- IV. Upon contract signing, Vendor will supply Form 1295.

Note: Failure to include any of the required forms may result in disqualification.

Scope of Work/Specification Form**If this form is not entirely completed, proposer shall be disqualified.**

Note: Vendor will be evaluated on criteria specified under General Condition number 8 in accordance with TEC §44.031(b). Please complete the questions below and the specifications included herewith. If a question is not applicable, please indicate "N/A."

DELIVERY INFORMATION

Item(s) will be delivered within _____ days
 After the purchase order is received.
 Bid price discloses freight and delivery charges (Y) (N) _____

WARRANTY INFORMATION

Length of warranty on parts _____
 Length of warranty on labor _____
 Warranty conditions shall be considered
 Manufacturer's minimum standard warranty.

COMPANY INFORMATION

Company has been in business _____ years Doing business in Dilley and/or Texas _____ years Number
 of Employees: _____ Company Employer Identification Number (EIN): _____
 Include company biography and past experience and relationship with the district.
 Historically Underutilized Business (type): _____

REFERENCE INFORMATION

Please provide at least three (3) references for similar services/equipment provided. If available, include other school districts as references. Please print clearly.

	Contact Person	Phone Number (s)	Description of service/equipment provided
1.			
2.			
3.			
4.			
5.			

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (If applicable)

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

I, as an authorized agent for the organization named below, certify that the information provided in the Scope of Work/Specifications has been reviewed by me and the information furnished is true and correct to the best of my knowledge. I acknowledge that I will abide by the General Conditions as specified within this invitation to bid and understand that these conditions become a part of any and all contracts that may be issued along with the Notice of Award.

 Signature of Authorized Representative

 Date

 Print Name and Title

 Organization Name

DILLEY INDEPENDENT SCHOOL DISTRICT

Submittal Checklist

Proposers are encouraged to complete and return this checklist and the required documents as a part of their response submittal. Failure to return any of the required documents may subject your proposal to disqualification. Indicate your responses under column "Proposer Use Only."

RFP # 20-100

Vendor: _____

	Item/Description	Proposer Use Only			Dilley ISD Use Only		
		Yes	No	n/a	Yes	No	n/a
1.	Is one (1) original and two (2) copies of the proposal submitted?						
2	Have all envelopes, packages and other relevant information been properly referenced and labeled with the Reference Number?						
3.	Have you included relevant information that will enable the District to evaluate this proposal using the criteria as noted in Other Conditions & Requirements #7?						
4.	Is proposal submitted with the date and time specified?						
5.	Have you included all information necessary for the following requirements?(from Other Conditions & Requirements #7)						
	1:						
	2:						
	3:						
	4:						
	5 & 6 should be combined						
	7:						
	8:						
	9:						
	10:						
	11:						
	Any other information you feel is relevant						

For Dilley ISD Procurement Department Use Only

Reference No: RFP #20-100

Vendor: _____

The purpose of this preliminary evaluation is to determine whether this proposal will proceed to the next step for consideration. Buyer must review and evaluate all submitted documents and complete the column "For Dilley ISD Use Only" on the table shown above. If answers to all required items (# 6) are answered "Yes", then proceed for consideration. If anyone required item is answered "No", then Decline for Consideration and state the reason for decline.

[☐] **YES. Proceed for consideration.** Buyer Initials: _____ Date: _____

[☐] **NO. Decline for consideration.** Buyer Initials: _____ Date: _____

Reason(s) for decline: [☐] Missed timeline (Date and time received: _____)

[☐] **Missing documentation as listed:** _____

[☐] **Other *:** _____

*** Procurement Director Initials:** _____ **Date:** _____

(Director Review and initials required when declined for other reasons.)*

Date Notice of Non Award mailed to Proposer: _____ **Buyer's Initials:** _____

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.

I, the undersigned agent for the firm 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.

Vendor's Name: _____

Authorized Representative of Company (please print): _____

Please check off one box and sign the form in the appropriate space(s):

☐

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

Signature of Company Official: _____

Date: _____

☐

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

Signature of Company Official: _____

Date: _____

☐

C. My firm 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):

Signature of Company Official: _____

Date: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

Vendor Certification Forms

CERTIFICATION OF COMPLAINT REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this law, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

**CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. http://www.access.gpo.gov/nara/cfr/waisidx_99/7cfr3017_99.html

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
EXCEEDING \$100,000 IN FEDERAL FUNDS.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Vendor Certification Forms - Continued

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

**CERTIFICATION OF COMPLIANCE WITH THE DAVIS-BACON WAGE
DETERMINATION ISSUED BY THE U.S. DEPARTMENT OF LABOR**

I, the vendor, am in compliance with all applicable requirements issued by the U.S. Department of Labor. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. See U.S. Department of Labor site for prevailing wages for Webb County at <http://www.gpo.gov/davisbacon/tx.html>

CERTIFICATION OF COMPLIANCE WITH THE BUY AMERICA PROVISIONS

I, the vendor, am in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Provision must still follow the applicable procurement rules calling for free and open competition.

The Proposer agrees to comply with all laws, rules, regulations and ordinances of the Federal Government, the State of Texas, the County of Webb, and the City of Dilley. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as noted above.

Organization Name

Address, City, State, and Zip Code

Phone

Fax

Printed Name

Title of Authorized Representative

E-Mail Address

Signature

Date

Certification of Criminal History Record Information

SB 9, passed during the 80th Legislative Session, requires that all Texas public school districts receive certification from any entity with which it contracts to provide services that it has obtained a criminal history background check on all employees hired before January 1, 2008 who (1) have continuing duties related to contracted services; and (2) have direct contact with students.

The required criminal history record information can be obtained from either of the following:

- A law enforcement or criminal justice agency
- A private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.)

Although state law provides guidance as to which employees must have a criminal background check, there is no specific definition or description as to what equals an employee who (1) has continuing duties related to contracted services; and (2) has direct contact with students. The law states that the Commissioner of Education may adopt rules necessary to implement this requirement; however, at this time none have been adopted. Therefore, all entities and individuals who contract with the District to perform services, must complete the attached DISD Form Certification of Criminal History Record Information, that includes an information sheet related to the services to be performed and the duties related to those services that employees will be performing and the type of contact that those employees might have with students.

- Employees who are hired by an entity that contracts with a school district after January 1, 2008 must submit to national criminal history record information review which may include fingerprints and photographs before serving in the capacity described.

At any time, a school district administrator, including a campus principal or designee, may request copies of the actual criminal background check or national criminal history record information review which may include fingerprints and photographs from the entity or individual who has contracted with the school district or may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to an individual described above.

The school district may not allow any employee of the entity or an individual to serve at the district if information is obtained through this review that the employee has been convicted of one of the following within the past 30 years:

- (1) A Title 5 felony offense if the victim was a student or minor at the time of the offense;
- (2) An offense requiring the individual to register as a sex offender; or
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 felony in the state of Texas or that would require registration in the Texas sex offender databank.

**Dilley Independent School District
Certification of Criminal History Record Information**

Please complete this form and attach it to your proposal packet response

Section 1	<p>Vendor: _____ <div style="text-align: center;">Name</div> <div style="text-align: center;">Address / City / State / Zip Code</div> RFP / CSP / RFCO / Bid Number: _____ <u>Answer Y for Yes or N for No:</u> <input type="checkbox"/> Will employees, including yourself, have continuing duties related to the proposal or services named above? Until it receives further guidance, the District considers "continuing duties" to mean repetitive work duties rather than a one time appearance or engagement. <input type="checkbox"/> Will those employees, including yourself, have direct contact with students? Until it receives further guidance, the District considers "direct contact" to include chance contact such as performing routine inspections or maintenance; contact with groups of students during organized activities; or more obvious examples such as tutoring or therapy. If either question is answered "no", vendor should complete section 2 of this form. If answer to both questions is "yes", vendor should complete section 3 of this form.</p>
Section 2	<p>I agree and understand employees of the company or individuals, including myself, who have not received the required criminal background check because the above description does not apply to them/myself will be considered visitors when on school campus and must follow school district and campus policies related to visitors on school campuses.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Signature of Vendor</p> <p>_____ Print Name</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>
Section 3	<p>I, _____, certify that all employees, including myself, of the company that I own, operate, or manage, or myself as an independent contractor who have continuing duties related to the service to be performed on a Dilley Independent School District Campus and who also have direct contact with students have undergone the required criminal history background check or national criminal history record information review which may include fingerprints and photographs and that no prohibited criminal history as described herein on page 14 was revealed.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Signature of Vendor</p> <p>_____ Print Name</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>

DILLEY INDEPENDENT SCHOOL DISTRICT

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company

Authorized Representative (Print)

Signature

Date

NO RESPONSE FORM
Dilley Independent School District
Please Complete and Return If Applicable

Required Document

The Dilley Independent School District (DISD) is interested in the reasons why you did not respond to our invitation to propose. Please fill out the information requested and return this form to the DISD Purchasing Department at the address below.

Dilley I.S.D.
245 Hwy 117
Dilley, Texas 78017

Reason for No Response (please mark all those that apply to your circumstance)

- ☐ Could not meet specification requirements
- ☐ Do not supply this material or service
- ☐ Could not meet delivery requirements
- ☐ Did not have time to prepare a bid
- ☐ Cannot take additional jobs due to present work load
- ☐ Could not be price-competitive
- ☐ Other-please explain: _____
- ☐ I want to remain on the mailing list for this item or service
- ☐ I do not want to remain on the mailing list for this item or service
- ☐ Could not bid due to illness
- ☐ Could not set price with manufacturer
- ☐ Could not meet insurance requirements
- ☐ Could not meet bonding requirements
- ☐ Job is too big

Name and Title of Representative

Authorized Signature

Company Name

Date

I. General Conditions

1. SUBMISSION, MODIFICATION, AND WITHDRAWAL OF RFP

- a. **Submission** - All **proposals**, whether delivered by hand or mail, are due in sealed envelopes endorsed with **RFP #20-100 Student Insurance** no later than March 26, 2020 at **2:00 p.m. (CST)** at the District's Administration Office located at 245 Hwy 117, Dilley, Texas 78017. Responses sent by overnight mail shall have **proposal** number and name written on the delivery ticket. **Proposal** must be signed by an authorized agent of the vendor that has authority to bind the vendor contractually. Please submit one (1) original and two (2) copies of all required documents as listed on the Submittal Checklist, including the **Proposal** Response Form and Scope of Work/Specification Form. For catalog proposals provide one (1) catalog with your submission and if awarded, be prepared to supply additional catalogs upon request. **Proposals** may not be faxed or e-mailed. Proposal/Bids/Qualifications shall be delivered to the DISD Administration Office, 245 Highway 117, Dilley, Texas 78017. DISD will not be responsible for delays in delivery resulting from need to transport Proposal/Bid/Qualifications from another location or error or delay on the part of the carrier.
- b. **Modification** - No response may be changed, amended, or modified, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. These modifications must be made by written or electronic notice in accordance with original submission terms.
- c. **Withdrawal/Resubmission** - A **proposal** may be withdrawn and resubmitted by written notice received by the District's Procurement Department prior to the exact hour and date specified on the **proposal**. A **proposal** may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for the receipt of proposals. Resubmissions may be done in accordance with the original submission terms in paragraph (a) above.
- d. **For the purposes of this RFP the words "bid" and "proposal" will be used in the same manner. They will both refer to a Request for Proposals procurement document.**

2. LATE PROPOSAL

All bids delivered will be stamped with the date and time as proof they were received. If a **quote** is received after the stated date and time, it will still be stamped, but it will be considered late and not eligible for consideration. These **quotes** will be considered late and returned unopened. If a return address is not provided on the envelope, a late bid will be opened for identification purposes only and returned to the address provided within.

3. TERM OF CONTRACT

Unless otherwise noted, the preferred terms for which **proposals** are being requested are for three (3) years, with the District's option to terminate the contract at the end of each anniversary date or other necessary time. A single contract of one (1) year duration will be awarded, with the District's option to extend for two (2) additional years, in one (1) year increments, depending on district's periodic evaluation results. Items are to be ordered on an "as need basis" over the contract period and prices are to be firm for that period. If applicable, renewed contract price must be provided by the proposer and received by the District at least one hundred eighty (180) days prior to renewal date and must carry a minimum twelve (12) months price guarantee for each year.

4. AWARD DATE

It is anticipated that a recommendation for this bid will be submitted at the next regularly scheduled Board of Trustees meeting taking into consideration internal timelines for submission.

5. ALL OR SOME PROPOSALS

Proposers are requested to bid on **all** of the items in the **Proposal** Form or Scope of Work/Specifications Form.

6. OPENING OF PROPOSAL

Proposals will be publicly opened at the Procurement Department immediately at **2:15 p.m. (CST) on March 26, 2020**. The District will read only the proposer's names.

7. APPLICABILITY

These conditions are applicable and form a part of the contract document and are part of the terms and conditions of each purchase order (standard purchase terms and conditions) issued as a result of this **proposal**. The selected proposer will receive a Notice of Award with a contract that must be signed by the awarded proposer in accordance with specified timelines. If proposer has their own contract they are to provide a copy of that contract for

evaluation and determination by the District legal counsel. Any deviations to these general conditions and/or specifications shall be conspicuously noted in writing by the Proposer and shall be included with the **proposal**.

8. DETERMINING AWARD/Evaluation of Proposal

In conformance with Texas Education Code Section 44.031, in determining to whom to award a contract, the DISTRICT shall consider:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the **DISTRICT's** needs;
5. the vendor's past relationship with the **DISTRICT**;
6. the impact on the ability of the **DISTRICT** to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the **DISTRICT** to acquire the vendor's goods or services;
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor's ultimate parent company or majority owner:
 - (A). has its principal place of business in this state; or
 - (B). employs at least 500 persons in this state; and
9. any other relevant factor specifically listed in these specifications.

If specific criteria are stated in the proposal specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the **DISTRICT**. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

9. RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY

Submission of a proposal indicates respondent's acceptance of the evaluation criteria and respondent's recognition that some subjective judgments must be made by the **DISTRICT** during the evaluations.

10. QUALIFICATION OF PROPOSER

The **DISTRICT** may make investigations deemed necessary to determine the qualifications and / or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder shall furnish to the **DISTRICT** all such information as the **DISTRICT** may request. The **DISTRICT** reserves the right to reject any bid if the bidder fails to satisfy the **DISTRICT** that such bidder is properly qualified to carry out the obligations of the contract.

11. DISQUALIFICATION OF PROPOSER –Reasons that *shall* disqualify

Proposers *shall* be disqualified and their responses not considered for any of the following reasons:

- a. Failure to submit proposal by required date and time
- b. Failure to submit required documents as specified on Submittal Checklist.
- c. Failure to submit prices in accordance with "All or Some"/ "All or None" criteria as specified in #5, above.
- d. Failure to abide by Non-Collusion Statement as specified in # 35, below.
- e. Any pertinent information coming to the attention of the District resulting in material legal matters.

12. DISQUALIFICATION OF PROPOSER - Reasons that *may* disqualify

Proposers *may* be disqualified and their responses not considered for any of the following reasons:

- a. Reason for believing collusion exists among bidders.
- b. Reasonable grounds for believing that any bidders have interest in more than one proposal or bid wherein there may be a conflict of interest.
- c. The bidder being interested in any litigation against the Board.
- d. The bidder being in arrears on any existing contract or having defaulted on a previous contract.

- e. Failure to demonstrate competency as revealed by any required financial statement, experience or equipment questionnaire, or omission or falsification of required proposal submittals on this or prior procurements, etc.
- f. Failure to demonstrate financial ability to fund the projects on an interim basis as revealed by a financial statement, financial records, bank references, etc.
- g. Current or uncompleted work, which, in the judgment of the District, will prevent or hinder the timely completion of additional work, if awarded.
- h. Failure to comply with applicable laws relevant to Public Works contracts.
- i. Other information or circumstances which establish reasonable grounds for belief that the bidder or proposer is not a "responsible bidder" or "responsible proposer."

13. MODIFICATION OR WITHDRAWAL BY SUCCESSFUL PROPOSER

Modifications or withdrawal of a bid by the successful bidder will be accepted only if the change is in the best interest of the **DISTRICT** and executed in writing.

14. INSURANCE REQUIREMENTS

The Proposer must provide a certificate of coverage to the District prior to being awarded the contract. Proposer may be disqualified for not providing this required document.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The following are the types of coverage and acceptable limits that shall be maintained:

<u>Workers' Compensation Insurance & Employer's Liability</u>	
Part One - Workers Compensation:	Statutory Limits
State:	Texas
Part Two - Employer's Liability:	<u>Annual Limits Per Insured</u>
Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease;	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit
Notes:	
➤ This policy will cover operations of the Dilley I.S.D. Project for Contractors/Subcontractors of all tiers performing work in connection with Project Site(s).	

<u>Commercial General Liability</u>	<u>Annual Limits of Liability</u>
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury Each Occurrence	\$1,000,000
Each Occurrence Limit	\$1,000,000
Excess Liability (Only applicable to Construction Projects) (Following Form)	
Annual Limits of Liability Shared by All Insured:	\$ N/A _____
Each Occurrence Limit:	\$ _____
Aggregate Limit;	'

<u>Builder's Risk(Only applicable to Construction Projects)</u>	
Annual Limits of Liability Shared by All Insured::	
Per occurrence and specified location.	\$ _____ (Per Occurrence)
Deductible (To be paid by DISD):	\$ _____
All Risk Perils (including Flood and Windstorm)	

DILLEY I.S.D. must be added as an additional insured for the Comprehensive Automobile Liability.

15. BONDS (Performance and Payment)(Only applicable to Construction Projects)

The Proposer must provide a certificate of coverage to the District prior to being awarded the contract. Proposer may be disqualified for not providing this required document.

In accordance with Government Code 2253 Public Work Performance and Payment Bonds, a governmental entity that makes a public works contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

- a. A performance bond if the contract is in excess of \$100,000; and
- b. A payment bond is required for contracts in excess of \$25,000.00

A bond required by this code must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with the District, must be made payable to and its form must be approved by the District. In accordance with the applicable insurance code, the successful bidder shall submit the required bonds when a contract is made and BEFORE the contractor begins work.

16. WARRANTY

Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. The District does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.

17. EXPRESSED WARRANTIES

Implied warranty of merchantability and implied warranty of fitness for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein shall be approximate and shall not be nullified, voided or altered in any way by the inclusion of the bidder pre printed forms with this document.

18. F.O.B DESTINATION

Bids/**proposals** must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by the bidder. No additional charges will be accepted. Possessions of goods will not pass to the **DISTRICT** until received at the **DISTRICT'S** receiving dock.

19. DELIVERY

Delivery personnel must provide a current, valid company picture identification card when making deliveries to the District. Deliveries required in this **proposal** shall be freight prepaid F.O.B. destination and bid price shall include all freight and delivery charges. No delivery, no sale.

20. IDENTICAL PROPOSALS

In the event of tie bids, the **DISTRICT**, shall select by the casting of lots or award may be made to multiple vendors.

21. DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:

- a. **RIGHT OF AWARD** - The DISTRICT reserves the right to award as is in its best interest and may therefore choose items from different vendors. The DISTRICT may negotiate with the top three proposers. A written Notice of Award letter will be sent to the awarded vendor(s). The District may either enter into a contract with the vendor(s) or the award letter followed by a purchase order to the successful bidder(s) may result in a binding contract without further action by either party.
- b. **RIGHT TO REJECT PROPOSALS** - The DISTRICT reserves the right to reject any and all proposals, waive all irregularities, and to choose the most advantageous price for each item.
- c. **RIGHT TO HOLD PROPOSALS** - The DISTRICT reserves the right to hold proposals for 60 days before awarding the contract.
- d. **RIGHT TO INCREASE OR DECREASE QUANTITIES** - The quantities required are substantially correct, but the DISTRICT reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the District. The District also reserves the right to decrease quantities during the period the bid/proposal is guaranteed to be firm. Items are to be ordered "as needed" over the estimated contract period.
- e. **RIGHT TO EXTEND AWARDED CONTRACT** - The DISTRICT and the vendor may mutually agree to extend the contract on a monthly basis, or other agreed upon period, if needed.
- f. **RIGHT TO AMEND RFP** - The DISTRICT reserves the right to amend the RFP prior to bid opening date. The DISTRICT may also consider and accept an alternate proposal as provided herein when most advantageous to the DISTRICT.
- g. **RIGHT OF NEGOTIATIONS** - The DISTRICT reserves the right to conduct discussions and negotiate final scope and price.

22. LIST PRICE OR DISCOUNT PERCENT

For list price proposals, the price shall be fixed for the entire contract period.

For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages shall be for the contract period specified. If the per-unit price will fluctuate at the quarterly intervals, proposer must disclose the maximum increases being proposed.

23. ALTERNATE PRODUCTS AND METHODS/SUBSTITUTIONS

The showing or mentioning in these specifications of certain trade products and methods is done partly for the purpose of establishing a standard of quality. The mentioning of trade names does not imply that the mentioned products are the only ones that will receive approval or consideration. Please submit name of product of each item proposed. Substitutions from the brand(s) proposed will not be accepted unless approved in writing by the Purchasing Director. Samples of possible substitution items may be requested at that time.

24. AVAILABILITY OF FUNDS

All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

25. SALES TAX EXEMPTION

The **DISTRICT** qualifies for exemption of the Texas limited sales, exercise and use tax; sales tax will not be charged on these purchases.

26. REBATES/PROMOTION ITEMS

If a rebate is offered by the manufacturer of a proposal item(s) after proposal is awarded, the successful proposers will advise the **DISTRICT** and deduct the rebate from the proposal price. If a special promotion is offered by the vendor, the vendor must clearly disclose the criteria for earning the promotion. All promotions shall be coordinated with the Business Department directly.

27. INSPECTION OF BID ITEM(S)

The bid item(s) will be inspected upon arrival. All defects will be repaired or replaced at the expense of the successful proposer.

28. TERMINATION BY DISTRICT

For Cause - The **DISTRICT** shall have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors shall include service performance.

Without Cause - The **DISTRICT**, in accordance with this provision, may terminate the performance under this order in whole or in part. Termination hereunder shall be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

29. CERTIFICATION OF PAYMENT

Payment by the **DISTRICT** will be made in accordance with the terms of the contract.

30. UNIFORM COMMERCIAL CODE

All contracts and agreements between vendor and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

31. PUBLIC WORKS CONTRACTS

- a.) The contractor shall comply with all laws, rules, regulations, and ordinances of the State of Texas, the County of Webb, and the City of Dilley relating to the employment of Labor and the performance of public works contract, and the contractor shall comply with all requirements of the Dilley Independent School District regulating or applying to the performance of public improvement contracts.
- b.) The contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. The contractor further agrees that every subcontract entered into for the performance of this agreement will contain a provision requiring non-discrimination in employment herein specified, building upon each subcontractor. Breach of this covenant may be regarded as a material breach of the agreement.
- c.) When applicable, the contractor shall procure and maintain during the life of this agreement Workers' Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas, adequately protecting all labor employed by the Contractor during the life of this agreement and shall provide evidence to the Dilley Independent School District that such insurance is, in fact, in force. All Certificates of Insurance shall be forwarded to the Dilley Independent School District.

- d.) When applicable, the contractor shall comply with OSHA safety rules and any other safety guidelines and standards as required by the Dilley Independent School District.

32. FELONY CONVICTION NOTIFICATION

A person or business entity that enters into a contract with the **DISTRICT** shall notify the **DISTRICT** if the person or an owner or operator of the business entity has been convicted of a felony. Such notice shall include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors shall complete and submit the "Felony Conviction Notification" included with this packet in the Required Forms.

33. CONFLICT OF INTEREST

No member or spouse of the board, president, superintendent, business manager or any other person holding any position or employment under said board, shall be directly or indirectly interested in an purchase, sale, business, work or contract, the expense, price or consideration of which is paid from school funds of said district, nor shall any such officer or employee purchase any warrants or claims against said board of district, or any interest herein, or become surety for any person or persons having a contract or any kind of business with said board, for the performance of which security may be required. Anyone violating this provision shall be removed from office, or be discharged from services by the majority of the board. No member of said board shall vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member shall disclose such interest and refrain from voting. All interested parties shall comply with Board Policy BBFA (LEGAL) Conflict of Interest Disclosures and if applicable (for members of the Board and Superintendent), also please refer to The Texas Ethics Commission website at <http://www.ethics.state.tx.us/> for more information.

Additionally, an employee interested in responding to this proposal shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District, Board Policy DBD (LOCAL).

34. GENERAL ETHICAL STANDARDS

Gratuities - It is a breach of ethics to offer, give or agree to give any employee or former employee of a school district, or for any employee or former employee of a school district to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

Kickbacks - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every District's contract and solicitation in accordance with the Texas Education Agency's Financial Accountability System Resource Guide Update 12.0.

35. NON COLLUSION STATEMENT

The proposer affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. The proposer also affirms that they have not given; offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this proposal, proposer (or any representative of proposer's company) will not discuss the contents of this proposal with any person affiliated with DILLEY ISD, other than the Procurement Director or its Designee, prior to the awarding of this bid/proposal. Failure to observe this procedure will cause the proposal to be rejected.

36. INDEMNIFICATION PROVISION

To the extent allowed by law, the written contract executed between the successful respondent and DISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless DISD from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage rising from or relating to respondent's performance of services or goods made the subject of this bid. DISD does not agree to indemnify the successful respondent.

37. VENUE

It is understood and agreed by both the successful bidder and the **DISTRICT** that venue for any litigation from this contract shall lie in Webb County, Texas.

38. PROPOSAL INTERPRETATION

No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing, addressed to the Business Manager, and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "Invitation to Bid", which if issued, shall be mailed to all known prospective bidders. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract document.

39. RIGHT TO AUDIT CLAUSE

The District upon written notice shall have the right to audit all documents relating to all projects. Records subject to audit shall include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendor's work for the District and shall be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendor's compliance with contract requirements (b) compliance with District procurement policies and procedures (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and the Vendor. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

40. NO ARBITRATION CLAUSE

There will be no agreement for binding arbitration in any written contract between DISD and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

41. DEFINITION

The words "bids," "proposals," "quotes" and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, request for proposals, quotes, competitive sealed proposals, etc. to which they are attached.

42. NO LIMITATION OF LIABILITY REMEDIES OR DAMAGES

DISD will not contractually agree to limit in any manner either Respondent's potential liability or DISD's potential remedies or damages relating to or arising from any potential dispute between the parties or relating to the services, products or goods made the subject of this proposal.

43. OTHER INFORMATION

For additional information, contact Pam Bendele, Business Manager, at Pamela.Bendele@Dilleyisd.net.

44. CRIMINAL HISTORY REVIEW CERTIFICATION

If Proposer's bid is selected, proposer shall be required to certify in writing to DISD its compliance with Texas Education Code Section 22.0835, which requires that any individual or entity that contracts with the District to provide services must complete a criminal history review on each employee who will have continuing duties related to the contracted services and will have direct contact with students when performing those duties ("covered employees"). The certification must include a statement that the statutorily required review has been conducted and that none of the covered employees have a criminal history that disqualifies him or her from service under Texas Education Code Section 22.085.

Response Forms (REQUIRED)

RFP Response Form A – RFP Response Forms Checklist
RFP Response Form B&C - Proposal Pricing Sheets
RFP Response Form D Questionnaire
(FORMS B, C & D SEPARATE ELECTRONIC ATTACHMENTS)

RFP Response Forms Checklist (A)

If applicable, please acknowledge or confirm compliance with and/or provide documentation, for all conditions and requirements listed in all sections of the Request for Proposal for each proposed plan.

- | | | | | | | | |
|-----|---|-------|-----|-------|----|-------|----|
| 1. | Required Forms & General Conditions: | _____ | Yes | _____ | No | _____ | NA |
| 2. | Scope of Work: | _____ | Yes | _____ | No | _____ | NA |
| 3. | Specifications: | _____ | Yes | _____ | No | _____ | NA |
| 5. | Selection Process: | _____ | Yes | _____ | No | _____ | NA |
| 6. | District Profile: | _____ | Yes | _____ | No | _____ | NA |
| 7. | RFP Response Forms Checklist & Computation: | _____ | Yes | _____ | No | _____ | NA |
| 8. | Proposal: | _____ | Yes | _____ | No | _____ | NA |
| 9. | One Year Guaranteed Rate | _____ | Yes | _____ | No | | |
| 10. | Two Year Guaranteed Rate | _____ | Yes | _____ | No | | |
| 11. | Three Year Guaranteed Rate | _____ | Yes | _____ | No | | |

Please list, identify and briefly explain any “No/NA” responses and/or deviations from RFP.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

Confirmation/Authorization of Quote:

Schedule of Benefits

Summary of Coverage

Catastrophe Benefits

Voluntary Student/Athletic Insurance

(SEPARATE ELECTRONIC ATTACHMENTS)