



WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT

Request for Proposal 2018-04 Student and Athlete Accident Insurance Program

Date	Event
April 4, 2018	Issue Date
April 18, 2018	Questions Due by 5:00 pm
May 3, 2018	RFP Opening/Due Date at 2:00 pm CST
May 18, 2018	Approval at Board of Trustee Meeting 7:00pm

- Questions must be submitted via e-mail to janowens@wsisd.net . In the **email subject line**, type: **Questions 2018-04 Student and Athlete Accident Insurance Program.**
- Q & A and Addenda will be issued as an attachment to the RFP
- Your bid must be delivered in a **sealed envelope or carton** and received by the opening time and date listed.
Submit one (1) hard copy bid marked "original" and one (1) marked "copy"
- FAX or e-mail bids **will not be accepted.**
- Bids must be **plainly marked with the RFP Number and Title above.**

Deliver Sealed Proposals to:
White Settlement ISD
Purchasing Department
401 S Cherry Lane
White Settlement, TX 76108

Contact:
Janette Owens
Director of Business
817-367-5310
janowens@wsisd.net

BID INVITATION

Request for Bid Documents

Upon request, Bid packets are made available to anyone who wishes to submit a response. However, it is the responsibility of the Contractor to provide the District with the appropriate company name, authorized representatives, and contact information for the purposes of receiving notices, changes, addenda, or other critical information.

Bid Deadline and Delivery

1. Notice is hereby given that the White Settlement Independent School District hereinafter referred to as "District", will receive up to but not later than **2:00 p.m. CST, Thursday, May 3, 2018**, Bid responses for the award of a contract for **Student and Athlete Accident Insurance Program**. Responses shall be received in the District office located at:
White Settlement Independent School District
Purchasing Department
401 S Cherry Lane
White Settlement, Texas 75002
2. Contractors are solely responsible for the timely delivery of their Bid response to the Purchasing Department. Responses received after the deadline will be rejected and shall be returned to the Contractor unopened. Responses submitted by public or private carriers must arrive by the deadline. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers.
3. The enclosed forms **MUST** be included in a submitted response. Please mark the response envelope plainly in the lower left corner: "RFP 2018-04".
4. No responses will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or fax transmission.
5. In the event the District's offices are closed due to inclement weather or for any other unforeseen cause, the deadline for submission shall automatically be extended until the next operational business day, unless Contractor is otherwise notified. The time of day shall remain the same.
6. A complete response will consist of one (1) clearly marked original and one (1) clearly marked exact copy using standard letter size paper (8.5" x 11") in an envelope or container (PDF copy must have signature included). Responses shall be direct, concise, and complete. Contractors failing to submit in manner as requested may be considered non-responsive and may not be evaluated. The 'original' response shall prevail in the event of a discrepancy between the Contractor's submissions.
7. Procurement results will become available after approval by the Board of Trustees.
8. Prior to the final selection, Contractors may be required to submit additional information, which the District may deem necessary to further evaluate the Contractor's qualifications.

Rights Reserved by the District

1. The District reserves the right to accept or reject, in part or in whole, any Bids submitted, to waive any technicalities, and to make recommendations for awards in the best interest of the District. The District also reserves the right as sole judge of quality and equality.
2. The District reserves the right to postpone the deadline through an addendum.

Questions and Clarifications

1. All requests for additional information or clarification concerning this solicitation must be submitted **in writing by April 18, 2018 by 2:00 pm CST.**
2. Questions regarding the requirements specified in this Bid may be directed to Janette Owens by email to janowens@wsisd.net.
3. The District's reply to questions and requests for clarifications will be issued by written addendum to all Contractors receiving the original request for Bid.
4. All issued addenda will become part of the Bid package having the same binding effect as provisions of the original Bid. No verbal explanations or interpretations will be binding.
5. The District does not assume responsibility for the receipt of any addendum sent to Contractors.
6. A copy of all addenda issued must be signed and returned with your Bid response.

Tentative Schedule

The District anticipates the following schedule*:

Date & Time	Activity
April 4, 2018	Release Date
April 18, 2018	Deadline for Questions and Requests for Clarification
May 7, 2018 2:00pm	Deadline for Submittal

**subject to change*

GENERAL TERMS AND CONDITIONS

Applicability

1. All items listed under the general terms and conditions apply unless otherwise stated in the specifications.
2. These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and Bid forms issued herewith.

Use of District Documents

1. Bid responses must be submitted on forms provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations, without written consent of the District.
2. Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any response submitted in altered form may result in rejection of such response at the option of the District.

Withdrawal or Modification of Submitted Response

1. Any response, which has been submitted, may be withdrawn prior to the deadline. A request to withdraw a Bid response must be in writing and be received by the District prior to the receiving deadline.
2. No amendment, addendum, or modification shall be accepted after the deadline for submitting a Bid response to the District. If a change to a response that has been submitted is desired, the submitted response must be withdrawn and the replacement response submitted prior to the receiving deadline.
3. No Contractor may have more than one Bid response on file with the District.
4. After the scheduled time for receiving Bid responses, responses may not be withdrawn for a period of sixty (60) days.
5. Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.

Delivery

1. The District does not accept deliveries on behalf of the contractor. Any delivery requested by the contractor must be approved by the District Representative.
2. The Contractor shall use all means necessary to protect the work and materials before, during and after installation and to protect the work and materials of all other surroundings.

Invoices, Payment and Inspection

1. The Contractor shall provide an invoice showing labor hours performed by labor description and the actual invoices for all materials purchased before payment will be issued.
2. The District will pay the Contractor's actual cost plus the contracted mark up for materials. All items purchased (i.e. tools) and billed to the District will remain the property of the District.
3. Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.
4. All valid and complete invoices received by the District will be paid within thirty (30) days of the District's receipt.
5. Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.
6. The Contractor shall demonstrate work completed meets the requirements of White Settlement ISD. The District Representative shall give final approval to all work performed.
7. The Contractor will email all or fax all inspection reports or other applicable documents to the District Representative for processing.
8. The District makes every effort to pay invoices in a timely manner. The District will not be responsible for late charges.

Erasures or Corrections to Bid

Any erasures and/or corrections to Bids, whether executed prior to or subsequent to the original Bid submittal shall be authenticated by affixing in the margin immediately opposite the correction and the signature of the agent(s) signing the Bid response.

Development of Specifications

1. Brands of equal quality or type are acceptable. The District reserves the right to make final decisions as comparable items. Be very certain that items upon which you submit and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the Contractor transportation charges collect.
2. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.
3. The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Contractor.
4. The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this Bid offer as so modified and subsequent thereto.

Inspection of Documents

1. Before submitting a response, each Contractor shall thoroughly examine the Bid documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.
2. Each Contractor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Contractor. The failure or neglect of Contractor to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve Contractor from obligations with respect to his or her response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the Bid documents by a Contractor must be acknowledged in the response.
3. The District is not responsible for incomplete response packets.

Warranties

1. Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum of ninety (90) days guarantee, whichever is greater, unless otherwise agreed to in writing. Contractor shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated in writing.
2. If a Contractor's response is accepted by the District, the price to be paid by the District shall be that contained in Contractor's response which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
3. If a Contractor's response is accepted by the District, the Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel the contract without

liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.

4. If a Contractor's response is accepted by the District, the Contractor shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this request for Bid, and to the sample(s) furnished by the Contractor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.
5. If a Contractor's response is accepted by the District, the Contractor warrants the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within a reasonable time (15 working days), correction made by the District will be at the Contractor's expense.

Bid Cost

1. The District shall not be liable for any cost incurred by a Contractor in the preparation or delivery of its response to this request for Request for Bid or for any other cost incurred because of the request for Bid.
2. The issuance of this request for Bid does not obligate the District to enter into a contract for any commodity and/or services.

Bid Disclosure

1. The District is a government body subject to the Texas Public Information Act. Responses submitted to the District as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. In the event a Contractor desires to claim portions of submitted response are exempt from disclosure, it is incumbent upon the Contractor to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. The District will consider a Contractor's request(s) for exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a Contractor that an entire volume of its response is exempt from disclosure will not be honored.
2. Prior to award of this bid, no employee, agent, or representative of any Contractor shall make available or discuss its response with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in writing by the District for the purposes of clarification, evaluation, and/or awarding the Bid.
3. Contractors shall not issue any news release(s) or make any statement to the news media pertaining to this request for Bid or any Bid and/or contract or work resulting therefrom without the prior written approval of the District and then only in cooperation with the District.
4. By signing this Bid response, a Contractor affirms he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Bid response submitted.
5. Contractor shall note any and all relationships which might be a conflict of interest and include such information with their response.
6. By signing this Bid response, a Contractor affirms, to the best of his/her knowledge, the response has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism

that would in any way limit competition or give them an unfair advantage over other Contractors in the award of this Bid.

7. If a Contractor's response is accepted by the District, the Contractor shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

Licenses, Permits, and Taxes

The price or prices for the services shall include full compensation for all taxes, permits, and licenses that the Contractor is or may be required to pay.

Award of Contract

1. The District reserves the right to accept or reject, in part or in whole, any and all Bid responses and to waive any irregularities or informalities in any Bid or in the Bid process. The General Conditions of proposing and Terms of Contract, Specifications, Plans, Bid Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the District, shall constitute a contract equally binding between the successful bidder and the White Settlement ISD.
2. The District may, by written notice to contractor, cancel the contract if it is found by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee or members of the Board of Trustees with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order.
3. A Contractor may be disqualified before or after an award is made, upon evidence of collusion with the intent to defraud, or perform other illegal activities for the purpose of obtaining an unfair Request advantage.
4. It is expected that all contact by Contractors with any District personnel and/or members of the Board of Trustees begin with the issuer of this Bid. Failure to follow this procedure is grounds for eliminating the Contractor from any further consideration of awarding the contract.
5. The recommendation to award the Bid will be made to the District Board of Trustees.
6. In connection with the performance of work under the contract, the contractor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable federal, state, and local laws, regulations, and executive orders to the extent that the same may be applicable.
7. The District reserves the right to award on a "line item" basis or "all or none" basis, whichever is most advantageous to the District. The District also reserves the right to award contracts or portions thereof exclusively or to multiple Contractors to achieve the best value.

Non-Appropriation Clause

Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Uniform Commercial Code

All contracts and agreements between Contractors 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 in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Official Text.

Termination of Contract

1. If either party fails to comply with any of the obligations required of it in the contract agreement and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within fifteen (15) days, then the party shall have the right to terminate the contract agreement at the end of an additional thirty (30) day period.
2. Upon termination of this agreement, the successful Contractor will peaceably remove all equipment belonging to the Contractor and surrender the premises in a condition as good as when received, ordinary wear and use alone expected. All monies due the District must be paid in full before any equipment is removed from the school premises.
3. The District shall have the right to terminate the contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the Contractor shall promptly cease all further work pursuant to the contract award, with such exceptions, if any, specified in the Notice of Termination.
4. The District will pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
5. Contractor must provide a minimum of 90 days written notice of cancellation of the contract to the District regardless of the reason for said termination.

Venue

This Bid shall be constructed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. Exclusive venue with respect to any legal action relating to or arising under this Bid shall lie in the District Court(s) of the State of Texas sitting in Collin County, Texas, Contractor hereby expressly consenting to the jurisdiction of such courts.

Certificate of Interested Parties (From 1295)

1. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.
2. The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use this application to enter the required information on Form 1295 and print a copy of the

completed form, which will include a certification of filing that will contain a unique certification number. An authorization agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with White Settlement ISD. The filing application site can be located at <https://www.ethics.state.tx.us/File/>

3. The District must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from White Settlement ISD.

Service-Related Contracts

1. The Contractor warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and /or provide all the goods required under this solicitation.
2. The Contractor shall employ orderly and competent employees trained in the required services to be provided under this solicitation.
3. The Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.
4. The District reserves the right to prevent, and/or temporarily or permanently bar any Contractor, its employees, subcontractors, and subcontractor's employees from any district facility for whatever reason it determines necessary to maintain safety and orderly operations.
5. If applicable under this solicitation, Contractor, its employees, subcontractors, and subcontractor's employees shall have and maintain any and all required licenses and/or certifications for the duration of the contract. Additionally, the District reserves the right to require proof of any such requirement at any time during the contract term.
6. The Contractor, its employees, subcontractors, and subcontractor's employees shall fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

Criminal Background Checks

1. All contractors, subcontractors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful Contractor before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9.
2. Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.
3. The Contractor must provide the District photo identification card and name tag for their employees. Uniforms and ID cards must be worn by employees at all times. Uniforms bearing the Contractor's logo or name, along with employees name must be furnished by the contractor and must be distinct from District auxiliary uniforms and must be of high grade and quality. Employees that fail to wear proper uniforms or ID Cards will immediately be sent home. Contractor will purchase each ID card from White Settlement ISD after proof of background check is

submitted to White Settlement ISD Human Resource Department. All ID cards will be turned back into White Settlement ISD within 24 hours upon termination. All terminations must be submitted to White Settlement ISD in writing within 24 hours to the Facilities Coordinator.

Force Majeure

Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

Interlocal Cooperation with Other Governmental Entities

As permitted under Chapter 791 of the Government Code, other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into the same Interlocal Agreement as White Settlement Independent School District and have prior authorization from Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. White Settlement Independent School District shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Special Tools and Test Equipment

If the Bid price stated on the Bid submittal section of the Bid includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District, and to the extent feasible shall be identified by the Contractor as such.

Non-Performance Penalties

Problem resolution regarding unsatisfactory performance will be dealt with by the withholding of payment for services during the period the problem(s) persist. However, it is the desire of the District that any and all problems be corrected quickly and fairly. A meeting will be held between the Vendor(s) and the District's Facilities Department to determine what steps will be necessary to insure the resolution of any problems. This will occur at the discretion of the District depending upon the seriousness of the problem involved.

Immigration Reform and Control Act of 1986

By submitting a bid, the Vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

SPECIFICATIONS

Scope

White Settlement Independent School District (“WSISD” or the “District”) is accepting bids for Student and Athlete Accident Insurance Program. Bids shall include all labor, materials, superintendence, tools and equipment necessary for completion of assigned work, in accordance with the instructions, terms and conditions, and requirements/specifications contained in this agreement.

Term of Contract

1. The District desires to make a three-year commitment to the selected insurance program in order to promote the stability of its coverages and costs. Multi-year proposals should allow for annual renewal/appropriation requirements so that the contract may be extended in additional one-year periods up to a maximum of three years (i.e., two one-year extensions) at the unilateral discretion of WSISD based on factors such as, but not limited to, unit prices, delivery satisfaction, compliance with terms/conditions, and needs of the district. The proposal should also limit premium increases year over year up to a pre-determined maximum percentage.
2. Renewal quotations are to be sent at least 90 days prior to the beginning of the ensuing coverage year. It will be the successful bidder’s responsibility to provide sufficient documentation reflecting any rate change. Any request for a rate change will be evaluated and the district reserves the right to accept or reject the offer. If the offer is rejected, the contract will terminate on July 31st of that given year and the contract will be rebid. In the event this contract expires before another bid is awarded, upon the mutual written agreement of the parties, this contract may be extended on a month-to-month basis beyond the expiration of the contract time period.

Scope of Services

GENERAL

1. The intent of this solicitation is to provide offerors with sufficient information to prepare a proposal for student and athlete Insurance coverage. White Settlement ISD invites interested parties to submit proposals for administration of its Student and Athlete accident insurance program.
2. Offeror shall supply means/method for parents to pay for the Student Voluntary Accident Insurance Program directly to agent/carrier. The District **will not collect money** for the Student Voluntary Accident Insurance Program.
3. White Settlement ISD is interested in receiving proposals from responsible parties that will allow it to reduce its cost to the lowest level possible, while providing the broadest coverage available.
4. Proposers and/or insurers shall be duly licensed and comply with all applicable Texas insurance laws and requirements of the Texas State Board of Insurance.
5. WSISD serves 6,900 students and includes portions of the City of White Settlement and Fort Worth, Texas. The District employs approximately 950 employees and has an annual budget of approximately \$55,000,000.
6. WSISD is governed by an elected seven (7) member Board of Trustees who appoints a Superintendent to manage the daily operations.
7. WSISD consists of 9 locations. There are 5 elementary schools, 1 intermediate school, 1 middle school, 1 high school, and 2 support facilities.

INSTRUCTIONS

1. Information provided in these specifications is to be used only for preparing a proposal detailing the coverage specified. It is further expected that each proposer will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.
2. Proposers are requested to submit quotations on the basis of these specifications. Alternative quotations (for coverage on a basis different than that requested in these specifications) will receive consideration providing such alternatives are clearly explained. Any exceptions to coverage requested herein must be clearly noted in writing and be included as a part of the proposal.
3. White Settlement ISD believes that the data contained in these specifications is sufficient for preparation of proposals. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty.
4. Upon notification of potential selections for award, the person or entity submitting this proposal must give 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 this conviction of a felony. (This requirement does not apply to a publicly held corporation.)
5. A fee proposal must be submitted for each service required. A fee Proposal sheet is included with the Offer Form.

Evaluation Criteria

1. The vendor shall provide a general history, description and status of their company in order to be evaluated by the criteria below. Evaluation criteria contains both qualitative and quantitative measurements in the following weighted assessments:

CRITERIA	WEIGHT
Price	35%
Suitability of Service – The extent to which the goods or services meet District needs, additional services offered	25%
Qualifications / Experience	20%
References	10%
A.M. Best Rating / Financial Strength	10%
TOTAL BID SCORE	100%

Proposal Format

All information must be included on the proposal response forms and questionnaire. Incomplete proposals may be removed from consideration. The proposal is to include, but not be limited to, information for each of the following:

1. PRICE

The proposal must include annual premiums for each plan offered as well as the price for any additional services offered.

2. SUITABILITY OF SERVICE

Include descriptions and/or documentation clearly describing services/plans offered. Supply schedules of benefits for all plans submitted. Detail and additional services or coverages offered.

3. QUALIFICATIONS/EXPERIENCE

Provide information on your firm to include:

1. Company background;
2. Principal business and nearest office locations;
3. Primary line of business;
4. Length of time you have been providing the service described in this document;

4. REFERENCES

Offeror is requested to include three (3) reference letters from other customers. References should include at least two (2) entities where services are provided similar to those described by these specifications.

5. A.M. BEST RATING / FINANCIAL STRENGTH

Provide the A.M. Best rating for any carriers providing coverage with this proposal. If an A.M. Best rating is not available, provide ratings from another financial services company (Fitch, Standard and Poor, Moody) or provide financial statements.

Insurance Requirements

1. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the White Settlement ISD. The vendor shall furnish to the White Settlement ISD Purchasing Director certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

White Settlement ISD Administration Building
Purchasing Department
612 East Bethany
White Settlement, TX 76108

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

2. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:
 1. A waiver of subrogation in favor of White Settlement ISD, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The White Settlement ISD, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader .
 - 3.. All insurance policies shall be endorsed to the effect that White Settlement ISD will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
3. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

WHITE SETTLEMENT ISD
Student and Athletic Accident Insurance Program
Data Sheet

I. 2017-2018 Projected Enrollment

4	Elementary Schools:	2,867
1	Intermediate:	1,004
1	Middle School:	1,030
1	High School:	<u>1,960</u>
Grand Total:		<u>6,861</u>

II. Premium and Loss History

Year	Base Plan Carrier	Base Plan Premium	Catastrophic Carrier	Catastrophic Premium	Total Paid Losses
2017-18 <small>(As of 3/31/17)</small>	Fidelity Life	\$29,720	Zurich	\$2,268	\$16,068
2016-17	Fidelity Life	\$23,785	Zurich	\$2,268	\$34,923
2015-16	Fidelity Life	\$21,785	Zurich	\$2,268	\$27,527
2014-15	Fidelity Life	\$23,785	Zurich	\$1,533	\$19,423
2013-14	The Brokerage store	\$20,268		\$0	\$24,615

No catastrophic claims reported

III. Current Plan Information

Base Plan

Max Benefit	\$25,000
AD&D Limit	\$5,000
Deductible	\$0

Catastrophic Plan

Max Med. Benefit	\$7,500,000
Max Cash Benefit	\$500,000
Death Limit	\$10,000
Dismemberment Limit	\$20,000
Deductible	\$25,000

CURRENT PLAN DETAILS

BASE PLAN – Coverage applies to covered activities to include: football, cross-country, volleyball, basketball, baseball, softball, track and field, golf, cheerleading, swimming and all UIL sanctioned activities. The plan includes coverage during supervised travel to UIL sanctioned activities.

Maximum Benefit - \$25,000 (For each injury). 52 Week Maximum Benefit Period

Inpatient

Room & Board:	Private Room Rate
Intensive Care:	Private Room Rate
Hospital Miscellaneous:	Usual & Customary up to \$5,000 Maximum
Registered Nurse:	Usual & Customary Charges
Doctor Visits:	Usual & Customary up to \$40 per day
Family Travel:	\$300 per day/ 5 day maximum

Outpatient

Ambulatory Surgery Center:	Usual & Customary up to \$1,750 facility charge
Physiotherapy	\$50 1 st visit/\$25 per visit up to 10 visits
Physician’s Visits:	\$40 per day
Shots and Injections:	Usual & Customary up to \$60 per day
CAT Scan/MRI/Bone Scan:	\$750 Maximum
X-Rays, Diagnostic Testing:	\$558 Maximum
Lab Expense:	Usual & Customary up to \$100.

Other

Ambulance:	Usual & Customary up to \$5,000.
Surgeon	90% of Usual & Customary charges up to \$4,500
Dental:	Usual & Customary charges up to \$10,000.
Anesthetist:	25% of surgeon benefit
Assistant Surgeon:	25% of surgeon benefit
Post Surgical Durable Medical Equipment	Usual & Customary up to \$200
Eyeglasses, Contact Lenses and Hearing Aids:	Usual & Customary Charges
Prescriptions:	Usual & Customary Charges
Post Surgical Orthopedic Braces & Appliances	Usual & Customary up to \$500.

CATASTROPHIC PLAN – Coverage applies to all enrolled students of the school district, while participating in gym classes and extracurricular school activities, including intramural and interscholastic sports. The plan includes coverage during supervised travel to and from games and practice sessions.

Catastrophic Benefits

Accident Death Benefit	\$10,000
Exposure and Disappearance Benefit	\$ 10,000
Accident Dismemberment Benefit	\$20,000
Cash Benefit Monthly Max (120 Months)	\$500,000
Heart Failure Benefit	\$10,000
Medical Expense Maximum	\$7,500,000

VOLUNTARY PLAN – Coverage applies to each covered WSISD student for whom the premium has been paid. Coverage begins on the day following the date that enrollment takes place. Coverage does not apply to junior varsity or varsity football unless the Varsity Football Coverage is selected.

Description of Plan Benefits	Standard Plan
Death	\$10,000
Dismemberment	\$10,000
Paralysis	N/A
AME	
Medical Benefit Maximum	\$25,000
Deductible (per accident)/Football	\$0/ Football \$250.00
<u>Inpatient</u>	
Hospital Miscellaneous/Room & Board:	Usual & Customary up to \$750 per day/6 day max
Doctor Visit	Usual & Customary up to \$40 per day
<u>Outpatient</u>	
Ambulatory Surgical Center	Usual & Customary up to \$2,000 (facility charge)
Physician's Visits:	Usual & Customary up to \$40 per day
Physiotherapy:	\$50 1 st visit /\$25 per visit thereafter up to 5 visits total
Medical Emergency:	Usual & Customary up to \$750 (emergency room)
Emergency Room Physician:	Usual & Customary up to \$40
Shots and Injections	Usual & Customary up to \$60 (within 24 hours of injury)
Diagnostic X-Ray	Usual & Customary up to \$200
MRI/Cat Scan:	Usual & Customary up to \$500
Lab:	Usual & Customary up to \$50
<u>Inpatient and/or Outpatient</u>	
Surgeon's Fees:	75% up to \$2,000 (limited to the primary procedure per surgery)
Anesthetist:	25% of surgeon benefit
Assistant Surgeon:	25% of surgeon benefit
Ambulance:	Usual & Customary up to \$1,000
Dental Treatment:	Usual & Customary up to \$5,000
Post Surgical Durable Medical Equipment	Usual & Customary Charges up to \$150
Eye Glasses, Contact Lenses and Hearing Aid Replacement	Usual & Customary Charges
Prescriptions	\$15 per prescription
Devises and Related Services:	Usual & Customary up to \$500 (Post Surgical Only)
Expanded Medical Benefit	Pays for services per the Schedule of Benefits up to \$350 maximum
Felonious Assault and Violent Crime Benefit	N/A
Heart or Circulatory Malfunction Benefit	N/A

Rates

<u>School Time Coverage</u>	
Without Sports	\$30.00 per year
With sports	\$90.00 per year
<u>24 Hour Coverage</u> (includes Athletics, excluding High School Football)	
Without Sports	\$80.00 per year
With Sports	\$180.00 per year
<u>Varsity Football Coverage</u>	
(Grades 10-12 and Grades 7-9 if they practice or play with Grades 10-12)	\$325

CURRENT ATHLETIC ENROLLMENT

Baseball	65
Basketball - Boys	43
Basketball - Girls	41
Football	200
Cross Country	66
Golf	32
Soccer - Boys	74
Soccer - Girls	60
Softball	40
Tennis	39
Track - Boys	35
Track - Girls	47
Volleyball	58
Wrestling	36
Band	130
Cheerleading	38
Drill Team	75
Middle School Students	335

WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT

**Request for Proposal
2018-04 Student and Athlete Accident Insurance Program
Vendor Response Form**

Bidder Information:

_____ Company Name	_____ Name
_____ Mailing Address	_____ Telephone Number
_____ City, State, Zip	_____ Fax Number
_____ Web Address	_____ Email Address

Bid Format For evaluation purposes, bids are to be submitted as a booklet or in a notebook. Use this form as a cover sheet and submit the following information, plus any additional company information per the instructions and specifications that is applicable to your company and appropriate for evaluation of your Bid:

- Contractor Information
- PO Policy Agreement
- Interlocal Agreement
- Proposer Questionnaire
- Fee Proposals
- Consideration of Business Location
- Workers Comp Agreement
- Debarment/Felony/Residency Form
- Conflict of Interest Questionnaire, if applicable
- MWBE/Hub Certification
- EDGAR Compliance Form
- Bid Certification Form
- References
- W9

CONTRACTOR INFORMATION FORM

COMPANY REMIT TO ADDRESS (FOR PAYMENT):

EMAIL TO RECEIVE ALL DISTRICT POS:

Company Name

Email Address

PO/Street Address

City, State, Zip

DISTRICT CONTACT PERSON AT COMPANY LOCATION:

Company Representative

Phone Number

Email Address

Fax Number

DISTRICT PURCHASE ORDER POLICY AGREEMENT

Items and/or services are to be delivered to White Settlement Independent School District **ONLY** when a district approved purchase order has been e-mailed to your company.

Under no circumstances, should items and/or services be provided to the District without a properly drawn District purchase order.

If your company provides any item and/or service without a properly drawn District purchase order, you are **NOT GUARANTEED PAYMENT** and the item and/or service you're provided could be constituted as a donation to the district.

Please inform any staff member that handles the White Settlement Independent School District account of these procedures.

You **MUST** sign this document as acknowledgement that you understand this policy.

Printed Name

Signature

INTERLOCAL AGREEMENT FORM

INTERLOCAL PURCHASING (*optional*): The White Settlement Independent School District desires to make available to other local government entities of the State of Texas, by mutual agreement with the successful Contractor, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same goods and/or services, at the prices submitted, for the period of this contract. Each Contractor shall indicate in the space provided below if Political Subdivision orders will be honored in accordance with the contract terms and conditions, in addition to orders from the White Settlement Independent School District.

Yes No

Company Name

Date

Printed Name

Signature

PROPOSER QUESTIONNAIRE

Please answer the following questions regarding your agency:

1. Who will have primary responsibility for the District's account?
 - a. Number of years in the insurance business:
 - b. Educational background and Insurance certifications:
 - c. Number of other school districts serviced:
2. Who will be the back-up person for the District's account?
 - a. Number of years in the insurance business:
 - b. Educational background and Insurance certifications:
 - c. Number of other public entities serviced:
3. Where is the office located that would be handling WSISD's claims?
4. How many Texas school districts does your agency (this office, if a national broker) provide coverage on behalf of?
5. Does your agency offer on-site training for WSISD athletic trainers? Is there a cost associated with on-site training?
6. Does your agency offer on-line submission of voluntary insurance applications?
7. Does your agency offer on-line access to claim forms and schedules of benefits?
8. With regard to voluntary insurance plans, will WSISD be expected to collect or assist in the collection of applications, claim submissions and/or premium payments?
9. Will your agency provide a three-year agreement that allows for annual renewals (i.e., initial term with two one-year extensions) and limits premium increases to a pre-determined maximum percentage?

FEE PROPOSALS

BASE PLAN RESPONSE FORM

SCOPE OF COVERAGE: White Settlement ISD is seeking coverage for injuries sustained to **students in grades 7 – 12** during covered school district activities. Covered school district activities shall include: football, cross-country, volleyball, basketball, baseball, softball, track and field, golf, cheerleading, swimming and all other UIL sanctioned activities. The plan shall also include coverage during supervised travel to UIL sanctioned activities.

	Option I	Option II	Option III
Maximum Benefit	\$25,000	_____	_____
Max Benefit Period	52 Weeks	_____	_____
Deductible	\$0.00	_____	_____
Annual Premium	_____	_____	_____

****Please provide a full schedule of benefits for each option offered.**

Name of Carrier _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Signature of Authorized Representative

Date

Printed Name & Title

BASE PLAN
QUESTIONS AND DEVIATIONS TO SCOPE

Directions: Please answer the following questions and use the space provided to explain any and all deviations or differences as may be indicated between the scope of coverage requested by White Settlement ISD and those offered in your proposal. Responses to questions stating “see policy” will not be accepted. Signature below binds any information supplied on this page.

1. Does this coverage apply to students in grades 7-12 while participating in covered activities?

2. Does this policy cover UIL-sanctioned activities that may not be considered “sports” in the traditional sense (e.g., cheerleading, drill team, band)?

3. Does this policy cover injuries that occur during district-supervised travel to and from UIL-sanctioned activities?

4. Does this policy include Accidental Death and Dismemberment benefits?

5. Are heat-related injuries (e.g., heat stroke) covered by this policy?

6. Are concussion-related injuries covered by this policy?

Please note deviations below. If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Signature of Authorized Representative

Date

Printed Name & Title

CATASTROPHIC PLAN
RESPONSE FORM

SCOPE OF COVERAGE: White Settlement ISD is seeking coverage for injuries sustained to students during covered school district activities. Coverage shall apply to all enrolled students of the school district while participating in gym classes and extracurricular school activities, including intramural and interscholastic sports. The plan shall include coverage during supervised travel to and from games and practice sessions.

	Option I	Option II	Option III
Accident Med Expense Benefit	\$7,500,000	_____	_____
Death Benefit	\$10,000	_____	_____
AD&D Benefit	\$20,000	_____	_____
Max Cash benefit	\$500,000	_____	_____
Deductible	\$25,000	_____	_____
Annual Premium	_____	_____	_____

****Please provide a full schedule of benefits for each option offered.**

Name of Carrier _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Signature of Authorized Representative

Date

Printed Name & Title

CATASTROPHIC PLAN
QUESTIONS AND DEVIATIONS TO SCOPE

Directions: Please answer the following questions and use the space provided to explain any and all deviations or differences as may be indicated between the scope of coverage requested by White Settlement ISD and those offered in your proposal. Responses to questions stating “see policy” will not be accepted. Signature below binds any information supplied on this page.

1. Does this coverage apply to all students in all grades while participating in covered activities?

2. In addition to UIL-sanctioned activities, do “covered activities” include gym classes and extracurricular school activities, including intramural and interscholastic sports?

3. Does this policy cover injuries that occur during district-supervised travel to and from games and practice sessions?

4. Does this policy include Accidental Death and Dismemberment benefits?

5. Are heat-related injuries (e.g., heat stroke) covered by this policy?

6. Are concussion-related injuries covered by this policy?

Please note deviations below. If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Signature of Authorized Representative

Date

Printed Name & Title

VOLUNTARY PLAN
RESPONSE FORM

SCOPE OF COVERAGE: White Settlement ISD is seeking coverage that parents/guardians can voluntarily purchase that covers injuries sustained to students. Coverage shall apply to each covered WSISD student for whom the premium has been paid.

	Option I	Option II	Option III
Medical Benefit Max	_____	_____	_____
Death Benefit	_____	_____	_____
Dismemberment Benefit	_____	_____	_____
Deductible	_____	_____	_____
School Time Only Premium	_____	_____	_____
24-hour Coverage Premium	_____	_____	_____
Varsity Football Premium	_____	_____	_____

****Please provide a full schedule of benefits and descriptive brochure for each option offered.**

Name of Carrier _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Signature of Authorized Representative

Date

Printed Name & Title

Printed Name of Broker Agency

CONSIDERATION OF BUSINESS LOCATION

To receive consideration, Contractors must submit a complete affidavit.

PRINCIPAL PLACE OF BUSINESS (CORPORATE OFFICE):

Business Name:	
Business Address:	
Business City:	
Business State/Zip	

LOCAL PLACE OF BUSINESS (Within Dallas/Fort Worth Area):

Business Name:	
Business Address:	
Business Zip:	

Year local business was established. _____

Was the local business required to pay business and/or real property tax for the most recent tax year?

No Yes

Are there any other factors or circumstances the District should take into consideration?

Company Name

Date

Printed Name

Signature

IX. WORKERS' COMPENSATION AGREEMENT

REQUIRED WORKERS' COMPENSATION COVERAGES 28 TAC 110.110(C)(7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, 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.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

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 obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. 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 of its employees providing services on the project for the duration of the project;
2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i)

Company Name

Date

Printed Name

Signature

DEBARMENT OR SUSPENSION/FELONY CONVICTION/RESIDENT CONTRACTOR

DEBARMENT OR SUSPENSION

Federal Law (A-102) Common Rule and OMB Circular (A-110) prohibits non-federal entities, including school districts, from contacting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients). Contractors (Contractors) receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. By signature of this solicitation below, the respondent affirms that neither they nor their principals are suspended or debarred by a federal agency.

Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

FELONY CONVICTION

State of Texas Legislative Senate Bill No. 1, 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."

- My firm is a publicly-held corporation; therefore this reporting requirement is not applicable
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has been convicted of a felony:

CERTIFICATE OF RESIDENCY

Pursuant to Government Code, Chapter 2252, Subchapter A, the District must be provided the following information for a response to be accepted. "A governmental entity may not award a governmental contract to a nonresident prosper unless the nonresident under Bids the lowest Bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to under Bid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Resident prosper" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

"Nonresident bidder" refers to a person who is not a resident.

- My company is a "resident bidder"
- My company is a "nonresident bidder" of _____ (the state your principal place of business is located)
Does your "resident state" require bidder whose principle place of business is in Texas to under Bid Contractors whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Resident state" means the state in which the principle place of business is located. No Yes If yes, what is the amount or percentage? _____

Company Name

Date

Printed Name

Signature

WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT

Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Effective January 1, 2006, any person or entity who contracts or seeks to contract with WSISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District when such a conflict exists. Each covered person or entity who seeks to or who contracts with WSISD is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for bid or proposal, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

White Settlement Independent School District
Attn: Purchasing Department
401 s Cherry Lane
White Settlement TX 75002

The Local Government Officers of White Settlement Independent School District are:

Board of Trustees:	Randy Armstrong Melissa Brown John Bradley Ben Davis Raymond Patterson Glen Lowry Amanda Sanchez
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Superintendent:	Frank Molinar
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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

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

MWBE/HUB CERTIFICATION

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as “Historically Underutilized Business” or “HUB” and all referred to in this form as “MWBE”) is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal Invitation.

- I certify that my company has been certified as a MWBE in the following categories (Please check all that apply):
- Minority Owned Business
 - Women Owned Business

Certificate Number: _____

Name of Certifying Agency: _____

- My company has **NOT** been certified as MWBE.

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

Company Name

Date

Printed Name

Signature

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

White Settlement ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to WSISD along with your proposal.

The following certifications and provisions are required and apply when WSISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when WSISD expends federal funds, WSISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when WSISD expends federal funds, WSISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. WSISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if WSISD believes, in its sole discretion that it is in the best interest of WSISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by WSISD as of the termination date if the contract is terminated for convenience of WSISD. Any award under this procurement process is not exclusive and WSISD reserves the right to purchase goods and services from other vendors when it is in WSISD’s best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR

12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when WSISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when WSISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when WSISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by WSISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by WSISD, the vendor certifies that during the term of an award for all contracts by WSISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by WSISD, the vendor certifies that during the term of an award for all contracts by WSISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by WSISD, the vendor certifies that during the term of an award for all contracts by WSISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by WSISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by WSISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for 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, a n 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 subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by WSISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When WSISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name:	
Address, City State, and Zip Code:	
Phone Number:	Fax Number:
Printed Name and Title of Authorized Representative:	
Email Address:	
Signature of Authorized Representative:	Date:

BID CERTIFICATION FORM

The undersigned respondent affirms and certifies the following statements:

1. Respondent has carefully examined all instructions, requirements, specifications, terms, and conditions of this Bid.
2. Respondent is duly authorized to execute this contract.
3. Respondent is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of this Bid.
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of this Bid. Further, if awarded, the respondent agrees to perform the requirements, specifications, terms, and conditions of this Bid.
5. All statements, information, and representations prepared and submitted in response to this Bid are current, complete, true, and accurate. Furthermore, that respondent shall be bound by all statements, representations, warranties, and guarantees made in this Bid.
6. This Bid response has been independently arrived at and prepared without collusion with any other Contractor, and that the contents of this Bid response as to prices, terms, or conditions of said Bid 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 receiving of this Bid.
7. The accompanying Bid response is not the result of, or affected by an unlawful act of collusion with another company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations, and/or policies. Furthermore, it is understood that fraud and unlawful collusion are crimes under federal law and can result in fines, prison sentences, and civil damage awards.

THIS BID CERTIFICATION MUST BE SIGNED. FAILURE TO SIGN WILL BE SUFFICIENT REASON FOR REJECTION OF RESPONSE.

Company Name

Date

Printed Name

Signature