RFP #23-23 - PROPERTY & CASUALTY INSURANCE

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT
NBISD Administration Office
(Attention: Ginger Reiland, Purchasing Coordinator)
1000 N. Walnut
New Braunfels TX, 78130

Deadline for proposals: February 26, 2024 by 2:00 p.m.

Public Opening: February 26, 2024 at 2:15 p.m.
Location: NBISD ADMINISTRATION BLDG
Where: 1000 N. Walnut Street
New Braunfels, Texas 78130

Package Includes:

-Bid Specifications
-Underwriting Data
-Proposal Response Forms
- District Forms / Edgar Forms

The District is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUB ’s) are encouraged to apply.
Introduction

The purpose of this Request for Proposal (RFP) is to secure the services of an independent consultant to assist the District in providing Property & Casualty Insurance Coverage. The District currently employs the services of a consultant to provide these services.

Sealed proposals should contain the following written information on the outside of the envelope, and should be mailed or hand carried to the following address:

RFP #23-23
FOR
Property & Casualty Insurance
NBISD Administration Office
(Attention: Ginger Reiland, Purchasing Coordinator)
1000 N. Walnut
New Braunfels TX, 78130

After careful consideration, contracts will be awarded as soon as possible. Any sealed proposals received after the aforementioned closing time will be disqualified. Unsealed bids will not be accepted and any unsealed bid received will be automatically disqualified. Emailed proposals will not be accepted.

NEW BRAUNFELS ISD MAINTAINS THE RIGHT TO REJECT ANY AND ALL PROPOSALS SUBMITTED, TO REQUEST ADDITIONAL INFORMATION FROM ONE OR ALL VENDORS, AND NEGOTIATE ANY AND ALL TERMS OF THESUBSEQUENT CONTRACT IF DEEMED NECESSARY.
RFP #23-23
FOR
Property & Casualty Insurance

BACKGROUND INFORMATION

New Braunfels Independent School District herein referred to as "the District" is a tax-exempt educational organization which is located in New Braunfels, Texas. The District has approximately 9,500 students and 1300 employees which operate one early childhood center, nine elementaries schools, two middle schools, one ninth grade center, one school of choice, one disciplinary alternative education program and a high school. The school's board is composed of seven active members. The board membership is composed of community representatives with a variety of backgrounds. The District is responsible for the planning, evaluation and oversight of educational programs in this area. In addition to receiving monies from the collection of taxes, the District obtains funding from the Texas Education Agency (TEA), the Department of Education (DOE), and the Department of Agriculture.

PURPOSE

Using the Request for Proposals (RFP) method of procurement, New Braunfels Independent School District (the District) is soliciting proposals to secure the services of an independent consultant to assist the District in providing Property & Casualty Insurance Coverage. The District currently employs the services of a consultant to provide these services.

GENERAL INFORMATION

Requestor: New Braunfels ISD
Contact Person: Ginger Reiland, Purchasing Coordinator

Due Date: February 26, 2024 by 2:00 p.m (Monday)
Question Deadline Date: February 12, 2024 by 2:00 p.m. (Monday)
Q/A Release Date: February 13, 2024 (Tuesday)

RFP SUBMISSION:

Submission of Proposals: (1) ORIGINAL signed proposal and one (1) copy of Original and one (1) soft copy of Original (thumb drive) should be hand delivered or mailed in a sealed envelope with the following information written on the outside of the envelope.

RFP #23-23
FOR
Property & Casualty Insurance
NBISD Administration Office
(Attention: Ginger Reiland, Purchasing Coordinator)
1000 N. Walnut
New Braunfels TX, 78130

When submitting a proposal, it is required that proposers have the necessary professional experience, prior training and applicable professional judgment to perform the activities proposed to supply the services requested by this RFP.
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1. INVITATION TO SUBMIT PROPOSALS

1.1 New Braunfels Independent School District (hereafter referred to as the “District”) is requesting proposals from qualified carriers/underwriting companies, consortiums and other groups of entities to provide the requested and necessary insurance coverage for Property and Casualty coverage. Any alteration in coverages, limits, protection, etc. not depicted in the specifications are welcomed, but must be submitted separately as an alternate proposal. New Braunfels Independent School District, and its Board of Trustees will be the named insureds.

1.2 Contract Term. The duration of the contract shall be for a two-year term beginning 12:01 am on May 1, 2024, with rates guaranteed for a term of two years from date of inception. Nothing in these specifications will prohibit the District from negotiating longer policy terms. The District shall have the discretion to establish a maximum allowable price escalation if a third year option is offered. Multiple year proposals may be offered as an additional option.

1.3 Insurance representative/insurance company is responsible for valued loss runs. The insurance carrier must submit complete and accurate loss information on a monthly basis during policy period as well as assist with outstanding claim issues, interpretation of coverages, etc.

1.4 Submission of Proposals. Respondent shall submit 3 copies of its Proposal (one (1) original, one (1) copy of original and one (1) copy of original on a thumb drive.) Proposals submitted prior to the Submission Deadline may be modified provided such modifications are sealed and received at the District Administrative Offices prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered. Proposals sent by facsimile or email will not be accepted.

1.5 District retains the right to reject any and all proposals submitted and to waive any and all formalities. District is not required to select the proposal with the lowest pricing, and will take into consideration other factors as described below.

1.6 The District intends to propose a recommended ranking of the Proposals to the Board of Trustees at the April 08, 2024 Board Meeting and begin negotiation of a contract with the top ranked proposer immediately.
1.7 Respondents are expected to examine this Proposal carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ITEMS MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION. Due care and diligence have been used in the preparation of these specifications and the information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the Proposer. The District and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the proposer to determine the full extent of the exposures.

1.8 Each proposal shall be type written and bound inside a binder able to lay flat. Font size shall be no less than 12-point type. All pages shall be printed on one side only and number. Each proposal must include the sections and attachments in the sequence listed in the Proposal Response Forms Section above, and each section and attachment must be indexed and divided by tabs. Proposals shall be mailed or hand delivered in a sealed envelope/package clearly marked and addressed as required above. Failure to meet the above conditions may result in disqualification of the proposal at the discretion of the District.

1.9 **Point of Contact for Questions.** Inquiries and requests for information affecting the proposal must be emailed solely to the following designated Point of Contact:

NBISD Administration Office  
ATTN: Ginger Reiland, Purchasing Coordinator  
1000 N. Walnut Avenue  
New Braunfels, Texas 78130  
Email: greiland@nbisd.org

Questions concerning this Request for Proposal shall be directed, by email to the Point-of-Contact listed above. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by e-mail to the contact information above. Information, and downloadable forms regarding this Solicitation can be found on our website below:


To provide the District sufficient time to adequately prepare responses to inquiries, all questions should be submitted by February 12, 2024 by 2:00 p.m. prior to the proposal opening date. Changes, amendments to the RFP, or written responses to questions received regarding this RFP will be uploaded to the NBISD Website. It is Respondent's responsibility to ascertain whether any amendments have been made prior to submission of a proposal.

1.10 **Restriction on Communication.** The Respondents, or any agent or representative of respondents shall not undertake any activities or actions to promote or advertise
their proposal to any member of the District Board of Trustees, the District Administration or their respective staff persons, except as specifically requested in writing by District, at any time between the date of submission of the RFP and the date of award of a contract by the District Board of Trustees. The District reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by District.

1.11 Proposals shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. Corporate Respondents and Limited Liability Company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Vendor Information Request Form of the proposal. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the Vendor Information Request Form of its proposal, the Superintendent shall have the discretion, at any point in the contracting process, to suspend consideration of the Proposal.

1.12 Note: Confidentiality and Texas Public Information Act. All proposals become the property of the District upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the District cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondents who are including information it considers confidential in its Proposal are encouraged to consult their attorney regarding protection of this information in advance of submission of such information in its Proposal.

2. SELECTION CRITERIA

2.1 District reserves the right to award a contract to the Respondent offering the best value, and not necessarily to the Respondent proposing the lowest price, and reserves the right to accept or reject any or all Proposals, and waive any formalities. It is not the policy of the District to purchase on the basis of low proposals alone. In evaluating proposals submitted, the District will consider the criteria set out in Tex. Education Code, Section 44.031(b) including the following:

A. purchase price;
B. reputation of the vendor and the vendor’s goods or services;
C. quality of the vendor’s goods or services;
D. extent to which the goods or services meet the district’s needs;
E. vendor’s past relationship with the district;
F. impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
G. total long term cost to the district to acquire the vendor’s goods or services;
H. whether the Respondent or the Respondent’s ultimate parent company or majority owner has its principal place of business in this state, or employs at least 500 persons in this state.

2.2 District is requesting (3) three proposals to be submitted with this RFP for the Property Packages/Cost for the Coverages amounts below:

A.$50,000,000
B.$75,000,000
C.$100,000,000
I. in addition, quality and suitability of the product and not price alone shall be considered in the acceptance of proposals.

J. consideration may also be given to the bidder’s references and record for responsibility, knowledge of the product, and service.

3. GENERAL CONDITIONS.

3.1. District is not responsible for any costs incurred by the Respondent for the preparation or distribution of the RFP.

3.2. Respondents or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the Respondent’s own risk.

3.3. It is the policy of the District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

3.4. By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the District, any District consultant, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; acceptance or rejection of any Proposal; and award of the Contract. The District shall have no contractual obligation to any Respondent, nor will any Respondent have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Respondent have either been so fulfilled by the Respondent.

3.5. The District reserves the right to obtain, from any and all sources, information concerning a Respondent which the District deems pertinent to this RFP and to consider such information in evaluating the Respondent’s Proposal.

3.6. Do not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State Law. The District shall furnish a tax exemption certificate, if required.

3.7. District shall have no contractual obligation to any Respondent, nor will any Respondent have any property interest or other right in the contract or Work or services being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Respondent have either been so fulfilled by the Respondent.
NEW BRAUNFELS ISD
RFP #23-23 PROPERTY & CASUALTY INSURANCE

Section 1

General Information
General Conditions

A. New Braunfels ISD, (hereafter referred to as Entity) is requesting proposals for the following Property & Casualty coverage.

Property

Building & Contents- Including but not limited to:
- Equipment Breakdown
- Flood
- Earthquake
- Scheduled Property (Floaters)
- Electronic Data Media/Equipment Protection
- Extra Expense

Crime

- Dishonesty
- Faithful Performance
- Money & Securities

Cyber

- Security and Privacy Coverage
- Regulatory Action
- Event Management
- Cyber Extortion
- Claims Made

B. Proposers are expected to examine the complete RFP document. Failure to do so will be at the Proposer’s risk. Emailed questions about this RFP and requests for additional information shall be provided no later than February 12, 2024 by 2:00 p.m to the Purchasing Department via email to: greiland@nbisd.org

The Entity will not respond to verbal inquiries.
C. Proposers must submit one (1) original and (1) one copy and (1) thumb drive copy of the original proposal. Three (3) total copies of the RFP Submittal.

D. Proposals will be received until 2:00 PM on February 26, 2024 at the New Braunfels ISD Administration Building.

E. Proposals must be plainly marked on the outside of the envelope: "SEALED PROPOSAL FOR PROPERTY AND CASUALTY COVERAGE."

F. The Entity reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of the Entity. The Entity may negotiate with Proposers as deemed advisable or necessary.

G. All Proposals must be submitted on the Proposal Forms attached hereto, in accordance with all specified conditions. Coverage shall be for two years beginning May 1st, 2024.

H. Any restrictions, deviations or other modifications which alter or reduce coverage as specified in this RFP must be shown separately and explained in writing. Failure to attach an explanation of deviations to this proposal will indicate your acceptance of the specifications as written.

I. Proposers are required to submit specimen coverage documents, agreements, and/or contracts the Entity will be required to sign in order to purchase the coverage quoted.

J. Please indicate the method for payment and any optional methods that may be available.

K. It is the intent of the Entity to award the proposal to one carrier who can provide all lines of coverage as a package. Preference may be given to packaged proposals; however, final purchasing decisions will be made based on the options that are most advantageous to the Entity.

L. Due care and diligence have been used in the preparation of these specifications and the information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the Proposer. The Entity and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the Proposer to determine the full extent of the exposures.

M. Quotations shall be based on the underwriting information furnished by the Entity.
N. In determining to whom to award a contract, New Braunfels ISD shall consider: purchase price; reputation of vendor and of the vendor’s goods or services; quality of the vendor’s goods or services; extent to which the goods or services meet the district’s needs; vendor’s past relationship with the district; impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; total long-term cost to the district to acquire the vendor’s goods or services; 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 or 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 any other relevant factor specifically listed in the request for bids or proposals.

Minimum Qualifications

A. Proposers responding to this RFP must be licensed and/or authorized to do business in Texas and have at least 5 years experience writing Property and Casualty coverage in Texas. Proposer qualifications must be included as an exhibit to your proposal.

B. Proposers must attach a brief biography describing the experience of the person assigned to handle this account.

C. Submit a summary of all Property and Casualty services available to the Entity. Indicate charges for services that are in addition to the quoted contributions/premiums.

D. Proposers must have an Errors and Omissions policy with a minimum limit of $1,000,000 per occurrence. Attach current certificate of coverage.

E. Self-funded programs or plans organized under the terms of the Interlocal Cooperation Act (Chapter 791, Title 7, Government Code) shall be accepted provided the program offers coverage that are equivalent to a fully insured program.

F. Self-Insurance programs and/or Risk Pools must provide the last two (2) years of complete third-party audited financial statements in the proposal response. Failure to provide within the proposal response will result in disqualification.

G. Self-Insurance programs and/or Risk Pools must provide a detailed description of the current reinsurance program structure, pool deductibles/retentions, total limits carried by line of coverage, carrier information, and current pool member list. Failure to provide within the proposal response will result in disqualification.
Section 2
Underwriting Information
General Underwriting Questions / Answers

<table>
<thead>
<tr>
<th>Question</th>
<th>Y</th>
<th>N</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the board implemented specific loss prevention policies?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is there a swimming pool at any location?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, please attach.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you operate a daycare center?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, can the general public utilize the center?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the center operated by Entity employees?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the applicant own or lease any watercraft?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the applicant own or lease any aircraft?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the applicant engage in any activities, other than school activities, including the loaning or leasing of property?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, please list and explain in detail.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are certificates of insurance required from lessee?</td>
<td></td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Is the applicant engaged in any joint ventures, cooperatives or SSA’s?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, please list and explain in detail: NBISD has a SSA with ESC13 to Provide visual services, respite care and day school for the deaf.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the applicant employ police or security guards in any capacity?</td>
<td></td>
<td>N</td>
<td>X</td>
</tr>
<tr>
<td>If yes, are they certified by Texas Commission of Law Enforcement Officer Standards &amp; Education (TCLOSE)?</td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>If yes, how many?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the applicant have an on-site physician(s), medical/dental clinics or a pharmacy?</td>
<td>Y</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>If yes, is it operated by the Entity?</td>
<td></td>
<td>N</td>
<td>N/A</td>
</tr>
<tr>
<td>If yes, are they employees of the Entity?</td>
<td></td>
<td>N</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Section 3
Coverage Specifications

Property and Contents

1. **Property covered** See Exhibit 1
2. State if co-insurance limit represents 90% or 100% of total value.
3. Blanket coverage on buildings, contents and auxiliary structures at all locations including on-site improvements such as fences, light poles, and bleachers.
4. **Basis of Recovery** Full Replacement Cost
5. Peril | Deductible | Deductible Options
--- | --- | ---
All other Perils | $100,000 | $100,000
Wind and Hail | $250,000 | $250,000
Named Windstorm | $5% | $5%
6. **Automatic Coverage on newly acquired Property:** $1,000,000 limits for up to 90 days
7. **Electronic Data Protection for owned computer equipment**
   a. **Type of Coverage** | All Risk coverage
   b. **Basis of Recovery** | Full Replacement Cost
   c. **Single Blanket Limit (all locations)** | $1,000,000 **OR**
   d. **Deductible(s)** | $25,000 per occurrence
   e. **Property-In-Transit** | Blanket Limits
   f. **Property at Unscheduled Locations** | Blanket Limits
   g. **Reproduction of Data** | Blanket Limits

Underwriting Information – Fire Protection

| Are fire hydrants located on or across the street from each campus? | Y | X | N |
| Are fire alarm systems located in all buildings? | Y | X | N |
| Is the fire department paid or voluntary? (PAID) | Y | X | N |
| Is the applicant located in a town of less than 15,000 population? | Y | N | X |
| If yes, is the applicant within five miles of a town with a population of more than 15,000? | Y | N/A | N |
| If yes, will that city's fire department respond to a fire at all your locations? | Y | N/A | N |
| Does the applicant have a hooded ventilating system in the kitchen? | Y | X | N |
| Does the applicant have a contract for hood-cleaning services? | Y | N | X |
| If yes, how often does the contractor clean the hood? | | | |
# Underwriting Information – Building Maintenance / Occupancy

List any security measures such as burglar alarms, security lighting, etc:

<table>
<thead>
<tr>
<th>Most buildings have security alarms, security lighting and security cameras</th>
<th>Y</th>
<th>X</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the applicant have any buildings 30 years or older?</td>
<td>Y</td>
<td>X</td>
<td>N</td>
</tr>
<tr>
<td>If yes, has the wiring been updated to meet code specifications?</td>
<td>Y</td>
<td>N</td>
<td>X</td>
</tr>
<tr>
<td>Are any owned or leased buildings being used for purposes other than their intended use?</td>
<td>Y</td>
<td>X</td>
<td>N</td>
</tr>
<tr>
<td>Are any owned or leased buildings controlled by the applicant currently vacant or unoccupied?</td>
<td>Y</td>
<td>N</td>
<td>X</td>
</tr>
</tbody>
</table>

## Equipment Breakdown Coverage

**Covered equipment** unless otherwise indicated, includes electrical, mechanical and pressure equipment. It includes both Real Property, such as heating, cooking and electrical systems, and Personal Property, such as office and process equipment.

<table>
<thead>
<tr>
<th></th>
<th>Total number of locations occupied by the Entity:</th>
<th>See Exhibit I</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Type of Coverage</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>2</td>
<td>Policy Limits</td>
<td>Equal to property limits, not to exceed $1,000,000</td>
</tr>
<tr>
<td>3</td>
<td>Deductible</td>
<td>$1,000 per occurrence</td>
</tr>
<tr>
<td>4</td>
<td>Basis of Recovery</td>
<td>Repair or Replacement</td>
</tr>
<tr>
<td>5</td>
<td>Stipulated Time for Repair or Replacement:</td>
<td>24 months</td>
</tr>
<tr>
<td>6</td>
<td>Automatic Coverage for new locations</td>
<td>90 days</td>
</tr>
<tr>
<td>7</td>
<td>Expediting Expense</td>
<td>$250,000 per occurrence</td>
</tr>
<tr>
<td>8</td>
<td>Hazardous Substance Cleanup</td>
<td>$25,000 per occurrence</td>
</tr>
<tr>
<td>9</td>
<td>Water Damage</td>
<td>Included in Coverage Limit</td>
</tr>
<tr>
<td>10</td>
<td>Ammonia Contamination</td>
<td>Included in Coverage Limit</td>
</tr>
<tr>
<td>11</td>
<td>Consequential / Perishable Goods Damage</td>
<td>$100,000 per occurrence</td>
</tr>
<tr>
<td>12</td>
<td>Extra Expense (24 hours)</td>
<td>Included in Coverage Limit</td>
</tr>
</tbody>
</table>
Blanket Crime Coverage (Public Employee Blanket Bond)

1. Coverage will include employee dishonestly, loss inside and outside the premises for money and securities and faithful performance on a blanket basis.
2. Blanket Limit $100,000
   Deductible $25,000

Underwriting Information – Blanket Crime Coverage (Public Employee Blanket Bond)

<table>
<thead>
<tr>
<th>Total number of locations occupied by the Entity:</th>
<th>19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of locations at which money or securities are handled:</td>
<td>16</td>
</tr>
<tr>
<td>How frequently are audits made?</td>
<td>Annually</td>
</tr>
<tr>
<td>Are they made by an independent auditor or CPA?</td>
<td>Y Yes N</td>
</tr>
<tr>
<td>Are countersignatures required?</td>
<td>Y Yes N</td>
</tr>
<tr>
<td>Are securities subject to joint control of two or more responsible employees?</td>
<td>Y Yes N</td>
</tr>
<tr>
<td>Number of employees and board members who handle money or securities, sign checks, authorize drafts, or audit accounts on a regular basis:</td>
<td>50</td>
</tr>
<tr>
<td>Number of clerical personnel not listed above:</td>
<td>45</td>
</tr>
<tr>
<td>Number of all other employees:</td>
<td>1049</td>
</tr>
<tr>
<td>What is the Average Daily Attendance (ADA) reported to TEA?</td>
<td>8840.26</td>
</tr>
</tbody>
</table>
Section 4
Loss Prevention Services

1. Attach a description of loss prevention services provided. Include a recent example of a loss prevention service completed by the Proposer’s firm.
2. Provide the Proposer's experience and professional qualifications.
3. Describe any charges and the unit pricing of these services.
4. Describe the Proposer's philosophy on loss prevention.
5. List the name of the loss prevention representative(s) who will make scheduled appointments to the Entity. Indicate the frequency or schedule for these appointments.
6. Where is this loss prevention representative located?
7. Include a biography of the loss prevention representative(s) who would be assigned to our account.
8. Describe the specific risk management materials/resources that are available to the Entity. Indicate the additional charges, if any.
9. Describe the specific education and training provided to Entity personnel. Indicate additional charges, if any.
SECTION 1. GENERAL INFORMATION

1. **Company Information**: Provide the following information regarding your company.
   
   **Name/Name of Firm/Company:**
   
   **Address:**
   
   **State:** ______ Zip Code: ______
   
   **Telephone No.:** ______ Fax No.: ______

2. **Contact Information**: List the person who the District may contact concerning your proposal or setting dates for meetings.
   
   **Name:**
   
   **Address:**
   
   **State:** ______ Zip Code: ______
   
   **Telephone No.:** ______ Fax No.: ______
   
   **Email:**

3. Does your Firm/Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

   Yes ☐ No ☐

4. All insurance companies proposing coverage must be licensed by the State of Texas and subject of the Texas Insurance Guaranty Fund unless coverage is not available through a licensed company. All insurance companies must have a current A.M. Best Rating of "A" to be considered.
   
   A. Is your Firm/Company authorized/licensed to conduct insurance business in Texas?
   
      Yes ☐ No ☐

   B. Current A.M. Best Rating ________

5. Provide any other names under which your business has operated within the last 10 years.

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

   Yes ☐ No ☐

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. Bankruptcy Information. Has the Company or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

   Yes ☐ No ☐

   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

**REQUIRED FOR BID CONSIDERATION**
Property and Contents Coverage

<table>
<thead>
<tr>
<th>Limit</th>
<th>$ ____________</th>
<th>Limit</th>
<th>$ ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>$ ____________</td>
<td>Deductible</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$ ____________</td>
<td>Total Cost</td>
<td>$ ____________</td>
</tr>
</tbody>
</table>

Total Scheduled Property Floaters

<table>
<thead>
<tr>
<th>Limit</th>
<th>$ ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$ ____________</td>
</tr>
</tbody>
</table>

Name of Company offering coverage: ________________________________

DEVIATIONS from proposal specifications:

Equipment Breakdown Coverage

<table>
<thead>
<tr>
<th>Limit</th>
<th>$ ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$ ____________</td>
</tr>
</tbody>
</table>

DEVIATIONS from proposal specifications:
Crime

Limit $____________
Deductible $____________
Total Cost $____________

Name of Company offering coverage: ____________________________________________

DEViations FROM PROPOSAL SPECIFICATIONS:

Cyber

Limit $____________
Deductible $____________
Total Cost $____________

Name of Company offering coverage: ____________________________________________

DEViations FROM PROPOSAL SPECIFICATIONS:
NEW BRAUNFELS ISD
RFP #23-23 PROPERTY & CASUALTY INSURANCE

New Braunfels ISD Terms & Conditions

1. The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "NO SUBSTITUTE" is specified.
2. Exclude Federal, State, City or Excise sales taxes. New Braunfels Independent School District’s tax-exempt form will be furnished upon request.
3. The District reserves the right to waive minor informalities and irregularities and to accept or reject each item separately or as a whole.
4. The vendor must specify make or model even if the vendor is bidding the brand specified or bidding a product “equal”. Do not put “as specified” or “equal”
5. Complete descriptive and illustrated literature covering the items you propose to furnish should accompany your proposal.
6. Proposals received after the time and date specified will not be considered. Proposals received without proper signature are subject to disqualification and will not be accepted.
7. Payment terms will be net thirty (30) days after acceptance of delivery in full or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered, as this will be considered.
8. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, or religion. New Braunfels ISD does not discriminate on the basis of race, sex, age, religion, color, national origin, or disability in providing education services, activities, or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination on the basis of race, sex, age, religion, color, national origin or disability.
9. In awarding a contract, the District shall consider: purchase price, the reputation of the vendor and of the vendor’s goods and services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the District’s needs, the vendor’s past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor. In addition, quality and suitability of the product and not price alone shall be considered in the acceptance of proposals. Consideration may also be given to the bidder’s references and record for responsibility, knowledge of the product, and service.
10. If the vendor fails to deliver either the quality or quantity of items on which award was made by the promised delivery date at the prices specified in this proposal, New Braunfels ISD reserves the right to purchase the specified supplies elsewhere and vendor agrees to allow New Braunfels ISD to deduct the difference in price and cost of handling, if any, from pending invoices of current proposal, as permitted under Article II of the Uniform Commercial Code.
11. Vendors are responsible for notification of changes of address, telephone number, fax number, or email. The District is not responsible for failing to mail/ email a vendor a solicitation or for undelivered or misdirected communications.
12. Vendor warrants that the prompt payment discount terms, distribution allowance, quality and performance of products/services, prices, product/services warranty(s), and other conditions/provisions offered in this proposal are the same or better than those offered the bidder’s most favored customer.
13. All prices and quotations must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by vendor. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or totals.
14. Successful vendor shall not begin work/services or deliver merchandise without an authorized District Purchase Order or District check. New Braunfels ISD will not be responsible for orders without one of the approved methods of payment listed. Exception to this condition may be for a few Facilities/Maintenance/Transportation transactions (emergencies only), as will be decided by those Departments.
15. Prompt payment discount will be applied to proposal prices(s) and will be considered when recommending an award, but may not always be feasible based on delivery/receiving process.

16. No assignment nor transfer of this proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this proposal is awarded receives written approval from New Assistant Superintendent for Finance and Operations or his/her designee. Written approval must be requested and received prior to any assignment or transfer. In the event the vendor fails to comply with this provision, the school district may take actions to require compliance or take any other measures deemed appropriate.

17. The award or agreement resulting from this proposal or proposal may be terminated or cancelled under the following circumstances.

A. District may cancel or terminate the award or agreement for convenience upon written notice.

B. During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.

C. Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.

D. District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings. District’s rights of termination or cancellation are in addition to other remedies District may have in law or equity.

18. Force Majeure – The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

19. Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related to goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.

20. Applicable law and venue – This agreement shall be governed by the Texas Business and Commerce Code as applicable and as adopted and amended from time to time by the Texas legislature. Both parties agree that the venue for any litigation arising out of this contract shall lie in New Braunfels, Comal County, Texas.

21. Termination – The performance of work or delivery of goods under this agreement may be terminated in whole or in part by the District in accordance with this provision. Termination of work hereunder shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of the District under condition 24 below.

22. Cancellation – The District has the right to cancel for default all or any part of the undelivered portion of this agreement if the Vendor breaches any of the terms hereof including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which the District may have in law or equity.

23. Right of Inspection – The District has the right to inspect the goods at delivery before accepting them. If the District is not able to inspect the goods at the time of the delivery, the District still has the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at seller’s expense and risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the material nor impair the District’s right to inspect or any of its remedies.

24. Place of Delivery – The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.

25. Title and Risk of Loss– The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.
26. Out of State Vendors – The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.

27. Advertising – Vendor shall not advertise or publish, without the District’s prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

28. The resulting award from this proposal constitutes a contract between the New Braunfels ISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.

29. Right to Assurance – Whenever New Braunfels ISD in good faith has reason to question the vendor’s intent to perform; the district may demand that the vendor give written assurance of their intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the district may treat this failure as anticipatory repudiation of the contract.

30. These general conditions govern the relationship between the District and vendor, and are hereby made part of the agreement between the District and vendor.

31. Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance:

A. Membership. New Braunfels ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by New Braunfels ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district’s policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district’s needs, as long as such modifications are directly related in nature to the original contract.

C. Document Sharing between Members. To assist an adopting member district in establishing their supporting documentation, the awarded vendor’s response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.

D. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district’s decision to execute such renewal options on the original contract.

THIS DISTRICT HAS IMPLEMENTED A “NO CONTACT” PROCEDURE DURING THE BIDDING PROCESS. THIS MEANS THAT FROM THE DATE THE BID IS ISSUED UNTIL THE DATE THE BID IS AWARDED BY THE BOARD, THERE SHALL BE NO CONTACT BY ANY VENDOR TO ANY DISTRICT EMPLOYEE (EXCLUDING THE BUSINESS DEPARTMENT) OR BOARD
NEW BRAUNFELS ISD
RFP #23-23 PROPERTY & CASUALTY INSURANCE

MEMBER IN RELATION TO THIS BID, UNLESS AUTHORIZED BY THE ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS.

Acknowledgment of New Braunfels Independent School District General Conditions
I have read and agree to the above conditions and specifications for New Braunfels ISD.

I affirm, to the best of my knowledge, this proposal has been arrived at independently and is submitted without collusion with anyone to obtain information that would in any way limit competition in the award of this proposal.

I affirm, to the best of my knowledge, that the company I represent meets Equal Employment Opportunity Commission standards and Americans with Disabilities Act standards in employment practices.

Signature: ___________________________ Date: ___________________________

Printed Name: ___________________________________________________________

Name of Company: _______________________________________________________

REQUIRED FORMS FOR BID CONSIDERATION
CHECKLIST OF REQUIRED FORMS

Checklist of Required Forms

New Braunfels Independent School District requires that the following forms and documents be completed for any respondent’s bid to be considered. The District requires that one (1) one original and one (1) copy and one (1) thumb drive copy of the following documents be submitted.

All forms and District forms below must be submitted with proposal:

- [ ] Respondent Questionnaire
- [ ] SB9 Contractor Certification
- [ ] Felony Conviction
- [ ] Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying
- [ ] Certificate of Residency SB 252
- [ ] Suspension and Debarment
- [ ] References & Similar Projects
- [ ] No Boycott Israel Certification
- [ ] No Excluded Nation or Foreign Terrorist Organization Certification
- [ ] Conflict of Interest Questionnaire
- [ ] Interested Parties Form
- [ ] Vendor Information Request & W-9
- [ ] EDGAR Compliance Certifications
- [ ] Statement of Compliance/Deviation Form
- [ ] Confidential Information Declaration & Copyright Authorization
- [ ] Form New Braunfels ISD Terms & Conditions (previous three pages)

Failure to complete and return the required forms is grounds for disqualification of bid.
NEW BRAUNFELS ISD
RFP #23-23 PROPERTY & CASUALTY INSURANCE

REQUIRED FORM FOR BID CONSIDERATION
SB 9 CONTRACTOR CERTIFICATION CONTRACTOR EMPLOYEES

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions:
Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:
(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of (“Contractor”), I certify that [Check one]:
\[ \square \] None of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR
\[ \square \] Some or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:
1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

___________________________________________________________________________
Printed Name                                           Title

___________________________________________________________________________
Signature                                                Date

REQUIRED FORM FOR BID CONSIDERATION
Section 44.034, Texas Education Code, 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."

Note: This Notification of Criminal History 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 following information furnished is true to the best of my knowledge.

COMPANY NAME: ________________________________________________________________

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

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

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): ________________________________________________________________

Details of Conviction(s): _________________________________________________________

CHECK 1, 2, OR 3 ABOVE AND SIGN BELOW

__________________________________________  __________________________________________
Company                                                                                   Address

__________________________________________  __________________________________________
Phone Number                                                                               Fax Number

__________________________________________  __________________________________________
Printed Name                                                                               Title

__________________________________________  __________________________________________
Signature                                                                                  Date

REQUIRED FORM FOR BID CONSIDERATION
NEW BRAUNFELS ISD
RFP #23-23 PROPERTY & CASUALTY INSURANCE

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

By submission of this proposal, the undersigned certifies that:

1. Neither the proposer nor any of proposer’s officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this company’s officers, employees, or agents to lobby, directly or indirectly, the New Braunfels Independent School District Board of Trustees between proposal submission date and award by the New Braunfels ISD Board of Trustees.

3. No officer or stockholder of the proposer is a member of the staff, or related to any employee or Board of Trustees member of the New Braunfels Independent School District except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

_________________________________________  ________________________________
Printed Name                                           Title

_________________________________________  ________________________________
Signature                                               Date

REQUIRED FORM FOR BID CONSIDERATION
NEW BRAUNFELS ISD  
RFP 21-07 - PROPERTY & CASUALTY INSURANCE  

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law makes it necessary for the New Braunfels ISD to determine the residency of its bidders. In part, this law reads as follows:

TEC Section: 2252-001

(3) “Nonresident bidder” refers to a person who is not a resident [of the State of Texas].

(4) “Resident bidder” 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.

TEC Section: 2252-002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____________________________ (Name of Company Bidding) is, under Section: 2252-001 (3) and (4) a _____Resident Bidder_____ Nonresident Bidder.

My/Our principal place of business under Section: 2252-001 (3) and (4), is in the city of ________________, in the State of ____________________________.

________________________________________________________  ____________________________
Printed Name                  Title

________________________________________________________  ____________________________
Signature                     Date

REQUIRED FORM FOR BID CONSIDERATION
NEW BRAUNFELS ISD
RFP #23-23 PROPERTY & CASUALTY INSURANCE

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting 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 receiving individual awards of $100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR’S NAME: ________________________________________________________________

______________________________________________________________________________

Printed Name Title

______________________________________________________________________________

Signature Date

REQUIRED FORM FOR BID CONSIDERATION
REFERENCES & SIMILAR PROJECTS

A minimum of three references or history of similar projects is required for bid consideration.

Reference/Project: ________________________________________________________________

Contact Person: ________________________________________________________________

Company Name: ________________________________________________________________
Telephone: ___________________________ Fax: ________________________________
Email Address: ________________________________________________________________

Reference/Project: ________________________________________________________________

Contact Person: ________________________________________________________________

Company Name: ________________________________________________________________
Telephone: ___________________________ Fax: ________________________________
Email Address: ________________________________________________________________

Reference/Project: ________________________________________________________________

Contact Person: ________________________________________________________________

Company Name: ________________________________________________________________
Telephone: ___________________________ Fax: ________________________________
Email Address: ________________________________________________________________

Reference/Project: ________________________________________________________________

Contact Person: ________________________________________________________________

Company Name: ________________________________________________________________
Telephone: ___________________________ Fax: ________________________________
Email Address: ________________________________________________________________

Reference/Project: ________________________________________________________________

Contact Person: ________________________________________________________________

Company Name: ________________________________________________________________
Telephone: ___________________________ Fax: ________________________________
Email Address: ________________________________________________________________

REQUIRED FORM FOR BID CONSIDERATION
NO ISRAEL BOYCOTT CERTIFICATION

Effective 9/1/2017 (H.B. 89), as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV’T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include and action made for ordinary business purposes. TEX. GOV’T CODE §808.001(1).

By signature below, I certify and verify that my Company/Business does not boycott Israel and will not boycott Israel during the term of this contract awarded with the New Braunfels Independent School District, that this certification is true, complete and accurate and that I am authorized by my company to make this certification.

___________________________________________________________
Company Name

___________________________________________________________
Printed Name
Title

___________________________________________________________
Signature
Date

If for any reason your Company cannot make this certification, state the facts that make your Company exempt from this boycott certification:

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

REQUIRED FORM FOR BID CONSIDERATION
NEW BRAUNFELS ISD
RFP #23-23 PROPERTY & CASUALTY INSURANCE

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization.

Specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that _______________________ (Company Name) is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

------------------------------
Company Name

------------------------------
Printed Name

------------------------------
Title

------------------------------
Signature

------------------------------
Date

REQUIRED FORM FOR BID CONSIDERATION
CIQ (CONFLICT OF INTEREST QUESTIONNAIRE) REQUIRED FORM

For purposes of the form, the New Braunfels ISD officers are found at www.nbisd.org/page/brd.home or on www.NBISD.org under “About NBISD” and “Board of Trustees.”

COMPANY NAME: ________________________________________________________________

Select one of the following as it pertains to the company or individual submitting a proposal.

☐ No conflict of interest exists.

☐ A possible or potential conflict of interest exists. Form CIQ completed below (or attached)

CONFLICT OF INTEREST QUESTIONNAIRE
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(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.

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

☐ 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 a family member of the officer one or more gifts as described in Section 176.003(e)(2)(B), excluding gifts described in Section 176.003(e)(1).

7. Signature of vendor doing business with the governmental entity ____________________________ Date ______________

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015
CERTIFICATE OF INTERESTED PARTIES FORM 1295 (REQUIRED ONLINE FORM)

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 governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

To complete the form online visit www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow any and all instructions.

A signed, hard copy of the original, completed Form 1295 is required to be submitted with any bid submission.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1. Name of business entity filing form, and the city, state and country of the business entity’s place of business.

2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3. Provide the identification number used by the governmental entity or state agency in order to identify the contract, and provide a description of the services, goods, or other property to be provided as the contract.

4. Name of Interested Party
   City, State, Country (place of business)
   Nature of Interest (check applicable)
   Controlling
   Intermediary

5. Check only if there are no interested parties.

6. UNSIGNED DECLARATION
   My name is _______ and my date of birth is _______.
   I hereby declare under penalty of perjury that the foregoing is true and correct.
   Executed in ________ County, State of ________, on the ______ day of ______, ________ (month, year).
   Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File
VENDOR INFORMATION REQUEST

Please include a W-9 with your completed form or use the one provided. (Required Forms for Bid Consideration)

Vendor Name:________________________________________

Payment Information
Contact Name:________________________________________
Address:______________________________________________
City, State, & Zip:_______________________________________
Phone:_________________________________________________
Fax:___________________________________________________
Email:_________________________________________________

Ordering Information
Contact Name:________________________________________
Address:______________________________________________
City, State, & Zip:_______________________________________
Phone:_________________________________________________
Fax:___________________________________________________
Email:_________________________________________________

Is your company incorporated? ☐ Yes ☐ No
Are you a sole source vendor? ☐ Yes ☐ No (If yes, a Sole Source Affidavit will be requested by e-mail.)

If your company has an inter-local agreement with any of the cooperatives listed below, please provide the contract number(s) next to the respective cooperative.

<table>
<thead>
<tr>
<th>Cooperative</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>BuyBoard (<a href="http://www.buyboard.com">www.buyboard.com</a>)</td>
<td></td>
</tr>
<tr>
<td>Omnia Partners – former U.S. Communities/National IPA/TCPN (<a href="http://www.omniapartners.com">www.omniapartners.com</a>)</td>
<td></td>
</tr>
<tr>
<td>DIR (<a href="http://www.dir.texas.gov">www.dir.texas.gov</a>)</td>
<td></td>
</tr>
<tr>
<td>TIPS (<a href="http://www.tips-usa.com">www.tips-usa.com</a>)</td>
<td></td>
</tr>
<tr>
<td>TXMAS/TXSmartBuy (<a href="http://www.txsmartbuy.com/contracts">www.txsmartbuy.com/contracts</a>)</td>
<td></td>
</tr>
<tr>
<td>PACE (<a href="http://www.pacecoop.org">www.pacecoop.org</a>)</td>
<td></td>
</tr>
<tr>
<td>Choice Partners (<a href="http://www.choicepartners.org">www.choicepartners.org</a>)</td>
<td></td>
</tr>
<tr>
<td>PCA – Purchasing Cooperative of America (<a href="http://www.pcamerica.org">www.pcamerica.org</a>)</td>
<td></td>
</tr>
<tr>
<td>1GPA – 1 Government Procurement Alliance (<a href="http://www.1gpa.org">www.1gpa.org</a>)</td>
<td></td>
</tr>
<tr>
<td>E&amp;I Cooperative Services (<a href="http://www.eandi.org">www.eandi.org</a>)</td>
<td></td>
</tr>
<tr>
<td>Region 20 – 2013 Purchasing Cooperative (<a href="http://www.esc20.net">www.esc20.net</a>)</td>
<td></td>
</tr>
<tr>
<td>Sourcewell (<a href="http://www.sourcewell-mn.gov">www.sourcewell-mn.gov</a>)</td>
<td></td>
</tr>
</tbody>
</table>
Federal ID: ____________ or Social Security: ____________
Are you currently employed by a TRS-covered employer? Yes No __________________________

Employer Name, if yes: ____________________________________________________________
Do you receive a monthly retirement check from TRS? Yes No ____________________________

Verification of Vendor Information

Info. Provided By (print name): ______________________________________________________

Title: __________________________________________________________________________

Phone: __________________________ Fax: ________________________________

Email: __________________________________________________________________________

Signature: ________________________________________________________________________

Date: ________________________________
NEW BRAUNFELS ISD
RFP #23-23 PROPERTY & CASUALTY INSURANCE

Form W-9

Request for Taxpayer Identification Number and Certification

> Go to www.irs.gov/FormW9 for instructions and the latest information.

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 or disregarded entity name, if different from above.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company (LLC)
☐ Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner elects to elect the LLC in another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 5).

Exempt payer code (if any)

Exemption from FATCA reporting code (if any)

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

6 City, state, and ZIP code

7 Last account number(s) here (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 instructions for Part II later. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. 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

2. 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

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must check only item 2 above. If you have been notified by the IRS that you are currently subject to backup withholding because you 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 for Part II later.

Sign Here

Signature of U.S. person

Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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 (miscellaneous 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), 1099-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 may be subject to backup withholding. See What is backup withholding, later.
EDGAR CONTRACT ADDENDUM, continued

EDGAR CONTRACT ADDENDUM

VENDOR NAME

In accordance with 2 C.F.R. § 200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new “EDGAR”), this Addendum ("Addendum") is proof of the vendor’s willingness and ability to comply with certain requirements which may be applicable to specific New Braunfels Independent School District ("NBISD") purchases using federal grant funds. The following certifications and provisions are required and apply when NBISD expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between NBISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds.

This Addendum amends and is hereby incorporated into an existing agreement between the parties as follows:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), 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 federal funds are expended by NBISD, NBISD 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

(B) 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 federal funds are expended by NBISD, NBISD 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: (1) vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) vendor fails to make any payments owed; (3) vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or NBISD. NBISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if NBISD believes, in its sole discretion that it is in the best interest of NBISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by NBISD as of the termination date if the contract is terminated for convenience of NBISD. Any award under this procurement process is not exclusive and NBISD reserves the right to purchase goods and services from other vendors when it is in the best interest of NBISD.

Does vendor agree? YES_______Initials of Authorized Representative of vendor.

EDGAR CONTRACT ADDENDUM, continued

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

Does vendor agree to abide by the above? YES______Initials of Authorized Representative of vendor

(D) 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 subcontractor 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 federal funds are expended by NBISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES______Initials of Authorized Representative of vendor

(E) 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 federal funds are expended by NBISD, the vendor certifies that during the term of an award for all contracts by NBISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

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.
EDGAR CONTRACT ADDENDUM, continued

Pursuant to Federal Rule (F) above, when federal funds are expended by NBISD, the vendor certifies that during the term of an award for all contracts by NBISD 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

(G) 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 NBISD, the vendor certifies that during the term of an award for all contracts by NBISD 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

(H) 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 NBISD, the vendor certifies that during the term of an award for all contracts by NBISD 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 or by the State of Texas. Vendor shall immediately provide written notice to NBISD if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. NBISD may rely upon a certification of Vendor that Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless NBISD knows the certification is erroneous.

Does vendor agree? YES________Initials of Authorized Representative of vendor


Pursuant to Federal Rule (I) above, when federal funds are expended by NBISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by NBISD 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 by 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.
EDGAR CONTRACT ADDENDUM, continued

(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 instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. 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.

Does vendor agree? YES_______ Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by NBISD, NBISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended NBISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES_______ Initials of Authorized Representative of vendor

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by NBISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES_______ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY—2 C.F.R. § 200.215

When federal funds are expended by NBISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, NBISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any
EDGAR CONTRACT ADDENDUM, continued

grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. NBISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES______ Initials of Authorized Representative of vendor

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

NBISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

When federal funds are expended by NBISD, the vendor certifies, by signing this document, the vendor will not purchase equipment, services, or systems that use “covered telecommunications,” as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES______ Initials of Authorized Representative of vendor

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

When federal funds are expended by NBISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements 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.

Does vendor agree? YES______ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by NBISD for any contract resulting from this procurement process, the vendor certifies that the vendor 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES______ Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of NBISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, 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), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES______ Initials of Authorized Representative of vendor
EDGAR CONTRACT ADDENDUM, continued

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN ACT

The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by NBISD. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and NBISD concerning the Buy American Act.

Does vendor agree? YES_______ Initials of Authorized Representative of vendor

DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS—2 C.F.R § 200.322

As appropriate and to the extent consistent with law, NBISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it 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. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by NBISD, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree? YES_______ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by NBISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 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 ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that NBISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to 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. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES_______ Initials of Authorized Representative of vendor
EDGAR CONTRACT ADDENDUM, continued

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS
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

CERTIFICATION OF NON-COLLUSION STATEMENT
Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES_______Initials of Authorized Representative of vendor

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

Vendor’s Name/Company Name: ___________________________________________________________

Address, City, State, and ZipCode: ______________________________________________________

Phone Number: ______________________ Fax Number: ________________________________

Printed Name and Title of Authorized Representative: ______________________________________

Signature of Authorized Representative: _________________________________________________

Email Address: _________________________________________________________________________

Date: ________________________________

Federal Tax ID #: _______________________
STATEMENT OF COMPLIANCE/DEVIATION FORM

This form is a signed statement that the proposal complies with all specifications and/or scope of work contained in the solicitation document, unless listed as an Exception. Any deviations from any part of this solicitation document shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the terms, specifications and all other information contained in this document.

We hereby acknowledge receipt of RFP 21-07 Third-Party Administrator – Insurance Coverage, and certify that our Proposal conforms to the bid except as detailed below. We also acknowledge receipt of addenda as listed below.

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☐ No addenda were received.

Printed Name

Title

Signature

Date

REQUIRED FORM FOR BID CONSIDERATION
CONFIDENTIAL INFORMATION DECLARATION & COPYRIGHT AUTHORIZATION FORM

The bidder must stamp in bold red letters the term “CONFIDENTIAL” or “PROPRIETARY” on every page of any part of a bid that the bidder claims is confidential or proprietary. Furnishing confidential or proprietary information is discouraged. The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposals and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subjected to release. In the event that the District receives a request for disclosure of material marked “confidential” or “proprietary”, the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District’s sole discretion, be qualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

☐ Contents of this document are NOT considered Confidential or Proprietary.

☐ Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages and/or sections as confidential or proprietary and listing them below:

________________________________________________________________________

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, Texas Government Code Chapter 552, and waives any and all claims regarding the release of such information.

_____________________________               _______________________________
Printed Name                                           Title

_____________________________               _______________________________
Signature                                             Date

REQUIRED FORM FOR BID CONSIDERATION