

CELINA ISD
RFP # 24-25-01
PROPERTY & CASUALTY INSURANCE
 Issue Date: 12/09/2024
 Questions Deadline: 12/16/2024
 Response Deadline: 12/18/2024

Proposals received after the date and time stated above will not be considered.

Questions regarding this RFP must be submitted via emailed no later than date listed above.

All questions and answers will be posted at www.celinaisd.com/our-departments/business-financ/required-financial-postings

Contracts awarded pursuant to this RFP comply with the Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326. It is the intent of Celina Independent School District (CISD) to award one or more contract(s) as a result of this RFP for use by CISD. Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this RFP, including **Scope of Proposal**, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

SCOPE OF PROPOSAL Celina ISD would like to invite you to submit a proposal to supply Property & Casualty Insurance for all District campuses.


Tentative Timetable:


CISD anticipates following the timetable listed below for this solicitation:

Item	Activity	Date & Time
1	Solicitation starts to advertise (1 st run)	December 9, 2024
2	Solicitation advertised (2 nd run)	December 16, 2024
3	Deadline for Questions	December 16, 2024
4	District responses to questions	December 18, 2024
5	Proposal Due Date	January 9, 2025 10:00am (CST)
6	Anticipated Board Meeting for approval	January 21, 2025
7	Initial Contract Period	March 1, 2025 to February 28, 2027
8	Contract renewal YR2, YR3 and YR4	Auto Renew March 1st

The table above is only an estimate and may vary.

BY SELECTING THE CHECK BOXES, YOU ARE AGREEING TO THE TERMS IN SECTIONS ATTACHED

<input type="checkbox"/> 1	<p>Open Records Policy Celina ISD is a governmental entity subject to the Texas Public Information Act. Proposals submitted to CISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. CISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.</p>
<input type="checkbox"/> 2	<p>Authorized Signature in submitting this Bid/Proposal and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/Proposal; that he/she will abide by all the policies and procedures of Celina ISD; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this Bid/Proposal</p>
<input type="checkbox"/> 3	<p>No Deviations I certify that there are NO deviations from the attached specific terms, conditions, and specifications.</p> <p>IF Deviations If your Firm intends to deviate from the Specifications listed in the attached documents, all such deviations must be listed here, with complete and detailed conditions and information included. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bids based upon any deviations indicated below. If none please enter N/A (not applicable).</p>
<input type="checkbox"/> 4	<p>Non-Collusive Bidding Certificate By submission of this bid or proposal, the vendor certifies that:</p> <p>a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor;</p> <p>b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;</p> <p>c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing on its behalf.</p> <p>FAILURE TO AGREE TO THIS CERTIFICATION MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED.</p>
<input type="checkbox"/> 5	<p>Criminal Background Checks (For Those In Contact With Students) Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider WHO HAVE CONTACT WITH STUDENTS have passed a criminal history background check current within the last year as per defined in Senate Bill 9. All contractors, subcontractors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful Contractor before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9</p>
<p>6</p> <p> CHOOSE ONE</p> <p>1.</p>	<p>Felony Conviction Notification Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or 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. Please select the statement that applies to your company regarding the Felony Conviction Notification.</p> <p><input type="checkbox"/> Firm is a publicly held corporation</p> <p><input type="checkbox"/> Firm NOT owned/operated by a convicted felon</p> <p><input type="checkbox"/> Firm is owned/operated by a convicted felon</p> <p>Felony Conviction If your firm is owned and/or operated by a convicted felon, please provide the name(s) of the convicted person(s) and the details of the conviction(s). If not applicable, please enter N/A (not applicable).</p>
<input type="checkbox"/> 7	<p>Conflict of Interest (Form CIQ) Conflict of Interest: It is the vendor's responsibility to notify the school district if there is a conflict of interest. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. (Ref H.B. 23) If nothing to disclose, enter N/A (not applicable) and sign the form prior to attaching it.</p>
<input type="checkbox"/> 8	<p>Certificate of Interested Parties (Form 1295) Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application. The law states that a governmental entity or state may not enter into certain contract with a business entity unless the business entity submits a disclosure of Interested Parties (Form 1295) 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 Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached, prior to any business transaction. The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use this application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorization agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with Celina ISD. The filing application site can be located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Following is a link to a video, which explains this process and how to fill out the form: https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html</p> <p>Please note the following: Box 2: Please enter Celina ISD Box 3: Please use CISD's solicitation (bid) number as the identification number being requested and the contract name as description of goods or services. A new form must be completed for each contract entered into with Celina ISD.</p>

<input type="checkbox"/> 9	<p>Israel Boycott HB 793 Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. If applicable.</p>
<input type="checkbox"/> 10	<p>Foreign Terrorist Organizations SB 252 Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. If applicable.</p>
<input type="checkbox"/> 11	<p>Interlocal Agreement Clause Several governmental entities around the Celina Independent School District and Central Texas have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? If you (the Vendor) select Agreed, the following will apply: Government entities utilizing Internal Governmental contracts with the Celina ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Celina ISD will be billed directly to that government entity and paid by that government entity. Celina ISD will not be responsible for another government entity's debts. Each governmental entity will order their own materials/ services as needed.</p>
<input type="checkbox"/> 12	<p>Workers' Compensation Agreement By agreeing to this contract, or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. More information on Workers' Compensation requirements and regulations can be found online at: http://www.statutes.legis.state.tx.us/Docs/LA/htm/LA.406.htm</p>
<input type="checkbox"/> 13 	<p>Certificate of Residency Pursuant to Government Code, Chapter 2252, Sub-chapter A, the District must be provided the following information for a response to be accepted. "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder submits the lowest Bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to under Bid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located." "Resident 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. "Nonresident bidder" refers to a person who is not a resident.</p> <p><input type="checkbox"/> My company is a "resident bidder"</p> <p><input type="checkbox"/> My company is a "nonresident bidder"</p> <p>(Required: Check only one) If "nonresident bidder" selected please answer the following questions:</p> <ol style="list-style-type: none"> 1. In what state is your principal place of business? 2. Does your "resident state" require bidder whose principle place of business is in Texas to under Bid Contractors whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? 3. If yes, what is the amount or percentage?
<input type="checkbox"/> 14	<p>District Purchase Order Policy Agreement Items and/or services are to be delivered to Celina Independent School District ONLY when a district approved purchase order has been e-mailed to your company. Under no circumstances, should items and/or services be provided to the District without a properly drawn District purchase order. If your company provides any item and/or service without a properly drawn District purchase order, you are NOT GUARANTEED PAYMENT and the item and/or service you're provided could be constituted as a donation to the district. Please inform any staff member that handles the Allen Independent School District account of these procedures. Please check if you agree to Celina ISD Purchase Order Policy</p> <p>SECTION 2.0 - EDGAR CERTIFICATIONS The following certifications and provisions are required and apply when Celina ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.</p> <p>REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS</p>
<input type="checkbox"/> 15	<p>Certification of Compliance with Texas Family Code Provision As per Section 14.52 of the Texas Family Code, added by SB 84, Acts, 73rd Legislature, R.S. (1993)</p> <p>I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.</p>
<input type="checkbox"/> 16	<p>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) (B) Pursuant to Federal Rule (B), when CISD expends federal funds, CISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. CISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if CISD believes, in its sole discretion that it is in the best interest of CISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by CISD as of the termination date if the contract is terminated for convenience of CISD. Any award under this procurement process is not exclusive and CISD reserves the right to purchase goods and services from other vendors when it is in CISD's best interest.</p>
<input type="checkbox"/> 17	<p>Equal Employment Opportunity (C) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when CISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.</p>

<input type="checkbox"/> 18	<p><u>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)</u> (D) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when CUSD expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.</p>
<input type="checkbox"/> 19	<p><u>Rights to Inventions Made Under a Contract or Agreement</u> (F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient 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 sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to Federal Rule (F) above, when federal funds are expended by CUSD, the vendor certifies that during the term of an award for all contracts by CUSD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.</p>
<input type="checkbox"/> 20	<p><u>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)</u> (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 sub-grants 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 CUSD, the vendor certifies that during the term of an award for all contracts by CUSD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.</p>
<input type="checkbox"/> 21	<p><u>Debarment and Suspension (Executive Orders 12549 and 12689)</u> (H) 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 CUSD, the vendor certifies that during the term of an award for all contracts by CUSD 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.</p>
<input type="checkbox"/> 22	<p><u>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</u> (I) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (I) above, when federal funds are expended by CUSD, the vendor certifies that during the term and after the awarded term of an award for all contracts by CUSD 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:</p> <p>(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.</p> <p>(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.</p> <p>The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.</p>
<input type="checkbox"/> 23	<p><u>Solid Waste Disposal Act</u> (J) A non-Federal entity that is a state agency or agency of a political subdivision of a state 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 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines</p>
<input type="checkbox"/> 24	<p><u>Certification of Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements and Contracts in Excess of \$100,000 of Federal Funds</u> When federal funds are expended by CUSD 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</p>

<input type="checkbox"/> 25	<p><u>Certification of Compliance with the Energy Policy and Conservation Act</u> When CISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).</p>
<input type="checkbox"/> 26	<p><u>Certification of Compliance with Buy America Provisions</u> CISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that Vendor is following 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</p>
<input type="checkbox"/> 27	<p><u>Record Retention Requirements for Contracts Involving Federal Funds</u> When federal funds are expended by CISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed</p>
<input type="checkbox"/> 28	<p><u>Certification of Access to Records – 2 CFR § 200.336</u> Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.</p>
<input type="checkbox"/> 29	<p><u>Certification of Access to Records – 2 CFR § 200.336</u> Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.</p>
<input type="checkbox"/> 30	<p><u>Certification of Applicability to Subcontractors</u> Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.</p>
<input type="checkbox"/> 31	<p><u>Ban on Foreign Telecommunications - 2 CFR § 200.216</u> Federal grant funds may not be used to purchase equipment, services or systems that uses "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" means; Purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) 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).</p>
<input type="checkbox"/> 32	<p><u>Domestic Preferences for Procurement - 2 CFR § 200.322</u> As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. "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.</p>
<input type="checkbox"/> 33	<p><u>REQUIRED REFERENCES</u> Please provide references (name, address, phone number and email address) for three (3) businesses (school districts preferred) your company has done business with in the last three (3) years. Please attach on a separate document.</p>

As of the Issuance date of this solicitation and continuing until the final date for submission of proposals, contact with Celina ISD employees, except for staff members of the Purchasing Department, is strictly prohibited. All personnel representing Celina ISD are specifically directed not to hold meetings, conferences or technical discussions with any vendor for purposes of responding to this solicitation. Any vendor found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this solicitation.

In this RFP and in the Contract, the following terms shall mean as follows:

- a. **"CISD"** means the Celina Independent School District, a public, independent school district established under the laws of the State of Texas.
- b. **"Vendor(s)"** means the proposer(s) responding to this RFP and vendor(s) to whom a contract has been awarded as a result of this RFP by CISD. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s) /service(s) listed herein.
- c. **"Contract"** means the contract terms and conditions in **Section 4.0 Contract Terms and Conditions**, as further defined in the Entire Agreement provision of Section 4.44. A contract is exclusively between CISD and Vendor.
- d. **"Best Value"** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor's product(s)/service(s), and price, as detailed in **Section 3.0 Evaluation and Award of Proposal(s)**.
- e. **"Purchase Order" or "PO"** means the agreed-upon purchase order between CISD and the Vendor. Special terms and conditions agreed to by the Vendor and CISD may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, bonding, and small or disadvantaged business goals.
- f. **"Premium Hours"** means those hours not included in Regular Hours or federal holidays. Premium Hours must be approved by CISD for each Purchase Order.
- g. **"Regular Hours"** means the hours between 8 a.m. and 5 p.m. Monday thru Friday, excluding the following holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

Performance Bond.

Contractor shall furnish a Performance Bond for 100% of the work. The Performance Bond(s) shall be prepared on a form acceptable to the District and must identify compliance with the provisions of Article 5160 of the Revised Civil Statutes of Texas and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said Article. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold Certificates of Authority as an acceptable Surety on the Current Department of the Treasury listing as found in the Federal Register. The bond shall be a U.S.A. company and located in U.S.A.

Payment Bond.

Contractor shall furnish a Labor and Material Bond for 100% of the value of the work. The Labor and Material Payment Bond(s) shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Article 5160 of the Revised Civil Statutes of Texas and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said Article. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold Certificates of Authority as an acceptable Surety on the Current Department of the Treasury listing as found in the Federal Register. The bond shall be a U.S.A. company and located in the U.S.A.

Taxes, Code Compliance, and Licensing.

Celina ISD is exempt from federal, state and local sales, excise and use tax. Celina ISD will provide a Texas Sales and Use Tax Exemption Certificate upon request by the contractor. The contractor shall be responsible for payment of any required taxes or fees associated with the execution of the contract. Contractor shall be responsible for compliance with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Contractor shall, during the performance of work or service, to comply with all applicable codes and ordinance of the local municipalities, Celina ISD, Collin County, Hunt County, Rockwall County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended. All engineering, design, installation and construction work shall be done by contractors licensed in the State of Texas.

PART 1 GENERAL

Proposals may only be submitted in person or by courier, delivered to 205 S. Colorado St., Celina, TX 75009

- Proposal MUST be sealed,
- MUST contain one (2) hard copies AND 1 electronic copy
- Submitted to the office of the Director of Purchasing, and
- Plainly marked with proposer's company name, and indicate RFP TITLE (from page 1)

None of the terms or provisions of this specification shall be constructed as waiving any of the rules, regulations or requirements of Codes.

PART 2 - PROPOSAL

PROPOSAL RESPONSE FORMAT

To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Vendors must follow the format instructions detailed below in preparing and submitting their proposals.

REQUIRED FORMAT

Vendors shall submit proposals to CISD at the following address:

**Celina ISD
Attn: Amber Pennell-CFO
205 S. Colorado St.
Celina, TX 75009**

All documents, notices, changes, addenda or other critical information will be available at <https://www.celinaisd.com/our-departments/business-financ/rfp>

Response Attachments The following items must be included in the **Response Attachment** section of the bid. Failure to include these items may result in non-award.

- Completed Approved Vendor Application
- Pricing, on provided submission sheet
- Insurance Coverage Certification
- Link to Vendor's website
- Any applicable certificates (i.e., HUB, SWBE, licenses, etc.)
- References

Proposal Response Location Proposals shall be received no later than the submittal day and time deadline indicated on the cover of this RFP at 205 S. Colorado St., Celina, TX 75009

Submission of Proposals CISD will only accept bids and proposals submitted via mail, hand-delivery, or another traditional carrier method. Faxed or electronically transmitted proposals will not be accepted. Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. **Copyrighted proposals are unacceptable and may be disqualified.**

CISD RESERVATIONS

CISD reserves the right to:

- Cancel this solicitation in whole or in part, at the sole discretion of CISD.
- Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of CISD.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of CISD; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality and equality.
- Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in CISD's sole discretion.
- Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.

Financial Responsibility

CISD assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

Compliance with Specifications and Contract

Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by school districts. Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the Contract. Any exceptions to the terms and conditions in the RFP or the Contract must be clearly indicated in the Vendor's submitted proposal. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Contract.

PART 3 – EVALUATION AND AWARD OF PROPOSAL(S)

AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by CISC. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

COMPETITIVE RANGE

It may be necessary for CISC to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

CONFLICT OF INTEREST - EDGAR

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

- The officers, employees, and agents of CISC may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through RCISC's written procedures, CISC has set a de minimis amount for items that are unsolicited and of minimal value and promotional items.
- Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through CISC's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the **Board President and addressed through CISC Board policies.**

DEVIATIONS AND EXCEPTIONS TO REQUIREMENTS

Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

CLARIFICATION AND/OR DISCUSSIONS

CISC may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between CISC and Vendor can also take place after the initial receipt of proposals. CISC reserves the right to conduct discussions with all, some, or none of the Vendor submitting proposals. CISC will not assist the Vendor in the revision or modification of its proposal, nor will CISC assist the Vendor in bringing its proposal to the same level of other proposals received by CISC. Negotiations or discussions, if any, will not consist of a back-and-forth exchange resulting in contract, but rather will seek clarification or obtain equivalent elements.

NO GUARANTEE OF QUANTITIES

CISC makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. CISC makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.

Minority and Women's Business Enterprise (MWBE), Historically Under-utilized Business (HUB) and Small Business Enterprise (SBE) Participation

CISC encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. The Vendor shall also indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal, and attach a copy of the certificate(s) under "Response Attachments" section. Vendor is required to take all affirmative steps set forth in 2 CFR Part 200, as applicable, to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 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;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 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.

Formation of Contract (Execution of Offer)

A response to this RFP is an offer to contract with CISC based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is accepted by CISC after approval by the CISC Board of Trustees. A contract is formed when either CISC's Superintendent or Chief Financial Officer signs the Signature Form. The Vendor must submit a signed Signature Form, thus eliminating the need for the formal signing of a separate contract.

Multiple Awards

CISC reserves the right to award contracts to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CISC may make multiple awards; this fact should be taken into consideration by each Vendor. **Non-**

Exclusive Contract

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and Contract that it is for the sole convenience of CISC is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at CISC's sole discretion.

Disqualification

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage. A Vendor may also be disqualified before or after the proposals are opened in the event Vendor is out of compliance with an existing contract with CISC.

Interpretation

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

No Return of Proposals

Once submitted, CISC will not return proposals to Vendor.

Non-Collusion Statement

Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other

vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against CISD or any person interested in the proposed contract, and that all statements in said proposal are true.

Open Records Policy

CISD is a governmental body subject to the Texas Public Information Act. Proposals submitted to CISD as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. CISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

Preferences

CISD may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by CISD in a Child Nutrition Program. See TEXAS GOV'T. CODE §2252.001-.004; 2 C.F.R. § 200.319.

Responsible Vendor

CISD may only award contracts to Responsible Vendor(s) who possess the ability to perform successfully under the terms and conditions of a proposed procurement contract. A Responsible Vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein. When determining if a vendor is responsible, CISD will consider the proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources.

Responsive Proposal

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP.

Similar Products or Materials

Whenever product(s) and/or material(s) are referred by CISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product(s) and/or material(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

Material Changes

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between CISD and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, CISD may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes means a modification that substantially exceeds the terms of the original contract between CISD and Vendor.

Appeal/Protest Process

Any Vendor who submitted a proposal may appeal CISD's award, if the appeal is based on deviations from laws, rules, regulations, or CISD Board policies. CISD Board Policy GF(Local) applies to any Vendor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF(Local), a Vendor shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to CISD's CFO. Complaints/appeals must be received by the close of business on or before the 15th CISD business day after award of the contract. In the event Vendor is unsure about the award of the contract, it is the Vendor's responsibility to contact CISD on the next business day after the award is announced and verify details concerning the award.

Requested Attachments

W-9 (Attachment required)

Disclosure of Lobbying Activities (Form SF-LLL)

If there is nothing to disclose, please write "N/A" (not applicable) across the page.

As a general rule, CISD may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319. However, CISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

Standard Terms and Conditions

By Submitting a response to this invitation for bid, request for proposal, limited solicitations, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ITEMS BELOW APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE SUBMITTED IN WRITING.

1.1 PROPOSAL REQUIREMENTS:

- 1.2 Unless otherwise called for, 2 copies of the proposal, typewritten or printed in ink, must be submitted.
- 1.3 Each proposal should be placed in a separate envelope completely and properly identified with RFP number, due date and time. Proposal must be time stamped at district before the hour and date specified for the proposal receipt. It is the offeror's responsibility to have the proposal correctly marked and to the district by the specified date and time for receipt.
- 1.4 Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the commodity or service set forth in the attached specifications, or until selection has been made by the district.
- 1.5 Late proposals will not be considered under any circumstances.
- 1.6 Proposal to be F.O.B. destination. If otherwise, quote cost to deliver.
- 1.7 Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of offeror (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer. If this number is not known, complete the following:
 1. Enter your Federal Employer's Identification Number _____
 2. Sole owner should also enter Social Security Number _____ - _____ - _____
- 1.8 Telephone proposals are not acceptable when in response to an RFP.
- 1.9 Any proposal or bond signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
- 1.10 (If required) each proposal shall be accompanied by a proposal security in the form, at the offeror's option, of one of the contracts of guaranty identified acceptable as a "bid deposit", Rule 1 TAC 113.2 Failure to provide such surety when required by the RFP, shall result in disqualification of the proposal.

2.1 CONDITIONS:

- 2.2 Celina Independent School District is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the district is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the district.
- 2.3 Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The district is not liable for any costs incurred by an offeror in response to this RFP.
- 2.4 No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the district.
- 2.5 In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined in Rule 1 TAC 113.8. If a tie still exists after review of preferences claimed by offerors, the district will draw lots to break the tie.
- 2.6 If delivery delay is foreseen, the contractor shall give written notice to the district. The agency has the right to extend the delivery date if reasons appear valid. The contractor must keep the district advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the district to purchase commodities or services elsewhere and charge full increase in costs, if any, to the defaulting vendor.

- 2.7 The contractor agrees to protect the district from claims involving infringement of patents or copyrights.
- 2.8 The contractor hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec 15.01, et seq. (1967)
- 2.9 Any catalog, brand name or manufacturer's reference used in the RFP is descriptive only (not restrictive), and is used to indicate type and quality desired. Proposals on brands of alike nature and quality will be considered unless advertised under Gov. Code, Title 10, Subtitle D, Section 2155.067.
- 2.10 No substitutions or cancellations permitted without written approval of the district. Delivery shall be made during normal working hours only, unless approval for late delivery has been obtained from the district.
- 2.11 Contractor shall submit 2 copies of an itemized invoice to the designated invoice address showing order number and agency RFP number on all copies.
- 2.12 In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

REQUEST FOR PROPOSAL

FOR

Insurance

Celina Independent School District

RFP 24-25-01

NOTICE: From the issuance date of this RFP until a contractor(s) is selected and the selection is announced, **offertories are not allowed to communicate with any Celina Independent School District staff or officials or consultants** regarding this procurement, except at the direction of Amber Pennell, the designated representative of the School District. Any unauthorized contact may disqualify the offeror from further consideration.

CFO: Amber Pennell
Telephone Number: (469) 742-9100
Fax Number: (469)449-1365
Email Address: amberpennell@celinaisd.com

SECTION 1

PROJECT OVERVIEW

1.0 Goals of Celina I.S.D. for this FRP

It is the desire of the District to engage an insurance professional to meet the needs of the District with a Property Casualty insurance program listed below:

Celina ISD is requesting proposals for the following property/casualty coverage's.

Building & Contents	Property – to include, Contractors/Mobile Equipment, electronic Data and Processing/Computer Equipment, Musical/Band Instrument & Uniforms and Audio/Visual Crime Crisis Management Coverage Cyber Liability Coverage Foreign & Domestic Terrorism Equipment Breakdown Flood & Earthquake Inland Marine Electronic Data Media/Equipment Protection Extra Expense
Liability	General Liability Personal Injury Liability Automobile Liability School Professional Legal Liability
Automobile & Physical Damage	Vehicles & Equipment Automobile Liability Automobile Physical Damage
Other Insurance	Other un-named Insurance, deemed in the best interest for the district (optional)

The District wishes to enter into a contract with the successful Proposer to provide this service for a period of one year with annual renewals for four additional fiscal years, beginning July 1, 2024. The purpose of this document is to obtain proposals from prospective Contractors. No compensation, other than commissions on the District's insurance policies, will be considered without a specific agreement dealing with that issue.

1.1 Administration

The contract is administered through the Business Office; the CFO acts as the district liaison with Insurance company representative.

1.2 Project Award and Contracting

A committee comprised of School District employees will evaluate RFP responses and prepare a recommendation to the Superintendent for a second tier evaluation. The Board of Trustees has the final authority regarding the award of the contract. The second tier review of all proposals will be made by District administration; this may include interviews and site visits.

SECTION 2

GENERAL INFORMATION

2.0 Request for Proposal Standard Information

This Request for Proposal process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the Request for Proposal, will be used.

2.0.1 Receipt of Proposals and Public Inspection

Upon receipt of proposals, all **identified and marked** trade secrets and company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (see Section 2.07 "Claims to Keep Information Confidential" statement below). All remaining proposal materials will be available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation.

2.0.2 Initial Classification

All proposals will be initially classified as being "responsive" or "non-responsive", according to Texas Education Code. If a proposal is found to be non-responsive, it will not be considered further.

2.0.3 Evaluation

All responsive proposals will be evaluated based on phased process with stated evaluation criteria, accepted industry standards, and a comparative analysis of all "responsive" proposals. Submitted proposals must be complete at the time of submission and **may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in this document.**

2.0.4 Discussion/Negotiation

Although proposals may be accepted and a contract awarded without discussion, the School District may initiate discussions with one or more offerors should clarification or negotiation be necessary. Proposers should be prepared to send qualified personnel to Royse City, Texas, to discuss technical and contractual aspects of the proposal.

2.0.5 Best and Final Offer

The "Best and Final Offer" is an option available to the School District under the RFP process that may be contacted asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

2.0.6 Award

Award will be made to the proposal offered by a responsive and responsible proposer which is determined to best meet the evaluation criteria and is therefore the one most advantageous to the School District.

2.0.7 Claims to Keep Information Confidential

- (1) All information received in response to this RFP will be available for public inspection except for:
 - (a) Trade secrets meeting the requirements of the State of Texas
 - (b) Matters involving individual safety as determined by the School District/
 - (c) Financial information requested by the School District to establish offeror responsibility unless prior written consent has been given by the offeror,
 - (d) Other constitutional protections.
- (2) In order for an offeror to request that material be kept confidential as permitted in (1) (a) through (d), the following conditions must be met:
 - (a) Confidential information must be clearly marked and separated from the rest of the proposal.
 - (b) **The proposal may not contain confidential material in the cost or price.**
 - (c) An affidavit **from an offeror's legal counsel** attesting to and explaining the validity of the trade secret must be attached to each proposal containing trade secrets.
 - (d) Proposers must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.
- (3) Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted material.

2.1 Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the Business Office at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

2.2 Preparing a Response

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration and offeror must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the Business Office in conjunction with the evaluation committee. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

2.2.1 Proposers shall promptly notify the School District of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

2.2.2 Proposers requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request via mail or email to the Business Office by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

Address questions for RFP to:
Amber Pennell, CFO
205 S. Colorado St.
Celina, TX 75009
Fax: (469) 449-1365
Email: amberpennell@celinaisd.com

- 2.2.3 Any interpretation, correction, or change to this RFP will be made by written Addendum. Interpretations, corrections or changes to this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, or changes.
- 2.2.4 The Celina ISD Business Office will issue any necessary addenda.
- 2.2.5 **A point-by-point response to all numbered sections, subsections, and appendices must be submitted by each offeror in order to be considered for selection.**
- 2.2.5.1 Proposers must organize proposals into sections following the format of this RFP, with section tabs separating each section.

If no exceptions, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response, or a blanket statement for the entire section, with the following:

"Proposer's Name", understands and will comply.

Points may be subtracted for non-compliance with these specified proposal format request. The School District may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

A Proposer responding to a question with a response similar to, "Refer to our literature..." or "Please see www.....com" may be deemed "non-responsive" or receive point deduction. All materials related to a response must be submitted to the School District in the RFP response and not just referenced. Any references in an answer to another location in the RFP materials shall have specific page numbers and section stated in the reference. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question. **(The Evaluation Team is not required to search through literature to find a response.)**

- 2.2.6 Proposers must respond to this RFP by utilizing the RFP Price Sheet found in Section 5. These price sheets will be used as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

2.3 Submitting a Proposal

Proposers must submit one marked original and one bound copies to the School District. **Proposals must be received at the receptionist's desk of the Business Office (Celina ISD-Administration located at 205 S. Colorado St. Celina, TX 75009) prior to 10 a.m. local time, January 9, 2025. Proposals received after this time will not be accepted for consideration.**

- 2.3.1 Each proposer who submits a proposal represents that:
- 2.3.1.1 The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 2.3.1.2 Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the School District are entirely the responsibility of the offeror. The School District is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.
- 2.3.1.3 All materials submitted in response to this RFP become the property of the School District and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the School District and offeror resulting from this RFP process.
- 2.3.2 The proposals must be **signed in blue ink** by an individual authorized to legally bind the business submitting the proposal.

- 2.3.3 The proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

2.4 Rights Reserved

While the School District has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Celina ISD to award a contract. Upon a determination such actions would be in its best interests, School District in its sole discretion reserves the right to:

- (a) waive any formality;
- (b) cancel or terminate this RFP;
- (c) reject any or all proposals received in response to this documentation;
- (d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- (e) not award, or if awarded, terminate any contract if the School District determines adequate funds are not available.

2.5 Proposer Interview

After receipt of all proposals and prior to the determination of the award, respondents may be required to make oral presentations in Celina, Texas, to clarify their response or to further define their offer. Oral presentations, if requested, shall be at the proposer's expense. The School District may provide questions to be answered at the interview.

2.6 Subcontracting

The selected proposer will be the prime contractor and shall be responsible, in total, for all work of any subcontractors. All subcontractors must be listed in the proposal. The School District reserves the right to approve all subcontractors.

- 2.6.1 The Proposer shall be responsible to the School District for the acts and omissions of all subcontractors or agents and of persons directly or indirectly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the proposer. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationship between any subcontractor and the School District.

- 2.6.2 Any subcontractors must be identified including address, phone number, and other contact information including a copy of the contract between the proposer and subcontractor.

2.7 General Insurance Requirements

General Requirements: The Proposer shall maintain for the duration of the contract, at its cost and expense, insurance against claim for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Proposer, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Proposer's insurance coverage shall be primary insurance as respect to the School District, its officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the School District, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Proposer shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000 aggregate per year or greater to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The School District, its officers, officials, employees, and volunteers are to be covered as additional insureds: for liability arising out of activities, performed by or on behalf of the Proposer, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Professional Liability: The Proposer shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence/aggregate per year or greater to cover such claims as may be caused by any act, omission, negligence of the Proposer or its officers, agents, representatives, assigns or subcontractors. The above referenced limits of liability may include the addition of an umbrella liability policy. Note: if “occurrence” coverage is unavailable or cost prohibitive, the Proposer may provide “claims made” coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the School District. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the School District, its officers, employees, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificates of Insurance/Endorsements: Insurance must be placed with an insurer with a Best’s rating of no less than A. This insurance must be maintained for the duration of the contract. The Celina School District Business Office, 205 S. Colorado St. Celina, TX 75009, must receive all required certificates and endorsements within 10 days from the date of the award notice before a contract will be issued. Work may not commence until a contract or purchase order is in place. The Proposer must notify the School District immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The School district reserves the right to require complete copies of insurance policies at all times.

2.8 Compliance with Worker’s Compensation Act

The Proposer is required to supply the Business Office with proof of compliance with the Texas Workers’ Compensation Act while performing work for Celina ISD. Neither the Contractor nor its employees are employees of the School District. The proof of insurance/exemption must be valid for the entire contract period and must be received by the Business Office, 205 S. Colorado St. Celina, TX 75009 within 10 working days of the Request for Documents Notice.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund. An independent contractor’s exemption can be requested through the Department of Labor and Industry, Employment Relations Division. Corporate officers must provide documentation of their exempt status.

2.9 Compliance with Other Laws and Regulations

The Proposer must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Texas Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Proposer subjects subcontractors to the same provision. The Proposer agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. All services offered under this proposal shall be in accordance with all applicable local, state and federal laws and regulations regarding but not limited to equal opportunity employment, prevailing wages, overtime compensation, licensing and training of the Proposer’s employees.

2.10 Offeror Competition

The School District encourages free and open competition among offerors. Whenever possible, specifications, proposal requests, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the School District’s need to procure technically sound, cost-effective services.

2.10.1 The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude Celina ISD from obtaining the best possible supply or service.

2.11 Contract Provisions

2.11.1 This RFP and any addenda, the offeror's response including any amendments, any best and final offers, any clarification question responses, and any negotiations shall be included in any resulting contract. In the event of a dispute as to the duties and responsibilities of the parties under this RFP, the RFP, along with any attachments, will govern.

2.11.2 Contract Term/Conditions

Celina ISD intends to contract with the selected proposer to begin July 1, 2024. **2.11.2.1** The maximum contract term is for one year (7/1/24 - 7/1/25) with an annual renewal option for four additional years.

2.11.2.2 Either party may terminate the contract during any year by giving 90 days written notice to the other party of its intention to terminate the contract. Further, the Proposer shall provide written notice to the District, 90 days prior to the annual renewal date, of its intent to renew the contract.

2.11.2.3 District reserves the right, by written notice or facsimile transmission, to terminate the contract immediately due to circumstances beyond the control of either party.

2.11.2.4 False or erroneous billings to the district can result in cancellation of the contract.

2.11.2.5 Non-compliance with the terms of this specification and ensuing contract can result in cancellation of the contract. In the event of cancellation, the District will not be obligated to compensate the Proposer for any work undertaken. The Proposer shall be liable for any damages incurred by the District due to non-compliance.

2.11.3 After the term of the contract, each annual renewal may be subject to a cost increase of no more than 5%. Any proposed increase over 5% must be by mutual agreement.

SECTION 3

SCOPE OF PROJECT

Celina ISD is requesting proposals for the following property/casualty coverage's.

Building & Contents	Property – to include, Contractors/Mobile Equipment, Electronic Data and Processing/Computer Equipment, Musical/Band Instruments & Uniforms, Audio/Visual Crime Crisis Management Coverage Cyber Liability Coverage Foreign & Domestic Terrorism Equipment Breakdown Flood & Earthquake Inland Marine Electronic Data Media/Equipment Protection Extra Expense
Liability	General Liability Personal Injury Liability School Professional Legal Liability (Including School Marshal's)
Automobile & Physical Damage	Vehicles & Equipment Automobile Liability Automobile Physical Damage
Other Insurance	Other un-named Insurance, deemed in the best interest for the district (optional)

Background Information on Celina Independent School District

Celina ISD is comprised of an elementary and high school district with approximately 5,500 students. There are approximately 725 employees including educators, para-professionals, custodians, administrators, craft and other miscellaneous employees. There is currently 1 early childhood school, 4 elementary buildings, 1 middle school, 1 high school, 1 Student Opportunity Center, 1 administrative building, Ag barn and pens, 1 old junior high- currently houses maintenance, transportation & food service 1 Multipurpose complex including a Stadium, mustang water building and multiple portables.

SECTION 4

OFFEROR QUALIFICATIONS

- 4.0** At the time of proposal opening, the successful proposer must be an established insurance company with personnel and business structure in place to perform all requirements in the event of award. Each Proposer must submit for consideration such record of work and further evidence as may be required by the District regarding experience and ability in similar work, a statement showing financial standing, and assurance that the Proposer has provided or will promptly provide suitable labor and materials to satisfactorily complete the work specified. Failure to furnish such a record of work and evidence of capacity, the inclusion of any false or misleading statements therein, or the omission of any important part thereof, shall be sufficient cause for rejection of the proposal. The School District may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.
- 4.1** The School District reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the School District that offeror is properly qualified to carry out the obligations of the contract.
- 4.2** The proposer must be licensed to conduct business in the State of Texas, please provide copy of license.
- 4.3** **Financial**
The Proposer must have successful prior experience providing insurance with school districts of similar size and enrollment.
- 4.3.1** Offerors shall demonstrate their financial stability to provide and support the services specified.
- 4.3.1.1** Provide financial statements, preferably audited, for the three consecutive years immediately preceding the issuance of this RFP and most recent quarterly financial statements since the end of the annual period included. If the proposer is a subsidiary, then this requirement applies to the financial operations of the subsidiary.
- 4.4** **Qualifications**
- 4.4.1** **General Qualifications and Experience**
- 4.4.1.1** 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/casualty coverage in Texas. Proposer qualifications must be included as an exhibit to you proposal. Offerors shall specify how long the company submitting the proposal has been in business, whether the company is privately or publicly held, briefly described the company's services and products, date/location of incorporation, and license to do business in Texas. Has your company changed ownership or parent company?
- 4.4.1.2** Explain in detail the extent of experience providing insurance with school districts of similar volume and enrollment. The Proposer shall provide a list of their top five (5) clients for whom the proposer provides services similar to those included in this RFP. References should include school districts, universities and colleges, or governmental entities where the offeror has provided the company name, the location where the services were provided, contact person(s), customer's telephone number, and a complete description of the service type, the client liaison, and dates the services were provided. The School District reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.
- 4.4.1.3** The proposed company's rating and class according to the most recent Best's Key Rating Guide – Property/Casualty shall be no less than A.

- 4.4.1.4 List any school district account in the State of Texas where Proposers services have not been renewed or have been discontinued or terminated during the last three years; the reason why they were discontinued or terminated; and whether you are now serving them again.
- 4.4.1.5 All relationships between your company and any company offering coverage must be revealed, as well as any commission payments or fees that will be paid to the Proposer as a result of this bid award.
- 4.4.1.6 Israel Certification. Proposer certifies that it does not and will not refuse to deal with, will not terminate business activities with, or otherwise take 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, unless the action taken for ordinary business purposes.

4.4.2 Personnel

- 4.4.2.1 List the name and include a brief resume of the Insurance agent and other key personnel that would be assigned to the District. The agent resume should include a brief biography describing the experience of the agent assigned to handle this account. They must be able to demonstrate their ability to work with clients of similar size as the district. The district may require this individual to be present during the interview phase. Provide, as part of the proposal, a description and names of the levels and roles of supervision maintained at district, regional and/or national headquarters.
- 4.4.2.2 Provide an organizational chart and describe staffing and lines of authority for the key person or personnel who will be involved in servicing the contract.

4.5 Contract

The successful Proposer shall enter into a contract with the District that embodies the specifications of this RFP. The Proposer also understands that the content of the successful proposal will become part of the subsequent Contract between the District and the Proposer. The RFP language will govern should a conflict arise between the RFP language and attached contract. Failure of the Proposer to accept this obligation may result in the cancellation of any award. Any damages accruing to the District as a result of cancellation may be recovered from the Proposer. **It is the responsibility of the Proposer to identify RFP language that a change is being proposed in the contract.** Failure to identify and discuss this language change will void the clause or language.

4.6 Insurance Coverage's and deductibles

- 4.6.1 All proposals are to be compiled using the enclosed coverage information and the forms provided as the minimum acceptable level of protection to be entertained by the District. Any variance from the stated coverage and protection limits should be noted in these specifications and must be noted and explained in a cover letter accompanying your proposal. Options in excess of the coverage as outlined are acceptable so long as they are explained completely in the proposal and are priced outside the mandatory coverage pricing as an alternative proposal. Proposers may quote several plan options as long as each option is an alternative proposal and is fully explained.
- 4.6.2 The District requests that your proposal also be accompanied by a specimen copy of all declaration pages, policy forms and endorsements and any other material that will become part of the insurance contract you are proposing to the District. The District also reserves the right to request brochures and descriptions illustrating the details of the loss control services and risk management services to be provided.
- 4.6.3 Proposers must have an Errors and Omissions policy with a proof of coverage attached to the proposal. Any restrictions, deviations or other modifications that 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.
- 4.6.4 The District expects that loss control services are to be provided at the insurance carrier's expense and will not pay additional fees for these services.

- 4.6.5 The District will weigh the importance of using more than one insurance carrier, however, the same insurance company must be used for the property, general liability, automobile and umbrella liability coverage. It is the intent of the District to award the proposal to one carrier who can provide all lines of coverage as a package. Preferences will be given to packaged proposals, however, final purchasing decisions will be made based on the options that are most advantageous to the district. In addition to the package pricing, please indicate if monoline pricing is available.
- 4.6.6 Payment will be made within 30 days of receipt of an invoice from the contractor.
- 4.6.7 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.

4.7 Certification of Independent Price Determination

The Proposer certifies that the prices in this offer have been arrived at independently, with out consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

4.8 Additional Services/Miscellaneous

- 4.8.1 If requested, assist the CFO and School Board with quarterly updates of insurance market conditions, which may impact the District's program in the future.
- 4.8.2 If requested, attend School Board meetings to communicate changes, claims status, and review additions to the property.
- 4.8.3 Insure that the CFO is advised of anticipated problems affecting the insurance program as they arise.
- 4.8.4 Prepare new insurance schedules at least sixty (60) days prior to policy expiration.
- 4.8.5 Secure renewal proposals at least forty-five (45) days prior to policy expiration.
- 4.8.6 The successful proposer will agree to accept the final adjusted values at the coverage anniversary date.
- 4.8.7 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 AM. Best Rating of ["A"] to be considered.

SECTION 5

EVALUATION CRITERIA

5.0 Evaluation Procedure

5.0.1 Phase I The Evaluation Committee will separate proposals into “responsive” and “non-responsive.” Non-responsive proposals will be eliminated from further consideration. The Committee will evaluate the remaining proposals; and identify proposal similarities/differences and request additional information, if necessary. The remaining proposals will be scored as “acceptable,” “potentially acceptable,” or “unacceptable.” Only “acceptable” proposals will be recommended to the Superintendent of Celina ISD for further evaluation. An executive summary that describes the strengths and weakness of each offer will accompany each “acceptable” proposal.

5.0.2 Phase II The Superintendent, CFO and a member(s) of the phase I committee have the option of inviting offerors to an oral presentation. It is the responsibility of this phase II committee to score the proposals and to call for Best and Final Offers. Information or materials presented by Proposers outside of the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered and will have no bearing on any award. The Chief Financial Officer will submit a recommendation to the Board of Trustees.

5.0.2.1 Evaluation Criteria – Scoring Sheet Phase II

Responses will be evaluated using the scoring sheet below:

Scoring Sheet for Celina ISD	
• Section 1 Project Overview	Pass/Not Pass
• Section 2 General Information	10
• Section 3 Scope of Project	30
• Section 4 Offeror Qualifications/Pricing	60

Celina Independent School District

Property and Liability Insurance Proposal Form

The District wishes to enter into a contract with the successful Proposer to provide this service for a period of one year with annual renewals for four additional fiscal years, beginning July 1, 2024.

	Deductible	Annual Premium	Insurance Company	Current BEST Rating
Property & Liability Coverage				
Building & Contents		\$		
Liability		\$		
Sexual Misconduct Claims Endorsement		\$		
School District Errors/Omissions		\$		
Student Athletic		\$		
Automobile Coverage				
<i>Owned Autos</i>				
Liability		\$		
Medical Payments		\$		
Physical Damage		\$		
Other				
Other				
Total Premium		\$		
Notes				

Firm Name:

Address:

Telephone:

E-mail

Printed name: _____

Authorized Signature: _____

Date: _____

