



# EDINBURG CISD

**PURCHASING DEPARTMENT**  
411 N. 8<sup>th</sup> Ave., Edinburg, TX 78541  
(956) 289-2311, (956) 38-7687

DOMINGA "MINGA" VELA, President  
CARMEN GONZÁLEZ, Vice President  
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LUIS ALAMIA, Member  
MIGUEL "MIKE" FARIAS, Member  
LETICIA "LETTY" GARCIA, Member  
XAVIER SALINAS, Member  
*Dr. Mario H. Salinas, Superintendent*

## Request for PROPOSALS

NO: 22-107

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- General Requirements/Instructions
- Insurance Agency Questionnaire
- Excess Risk Insurance – Self Insured Retention
- Claim Administrative Services – Self Insured Retention
- Risk Exposure Survey
- Schedule A – Payroll History & Employee Count by Campus
- Schedule B – Prior Carrier & Claim History
- Safety Training & Inspections for 2021-2022
- Summary of ECISD Safety/Risk Management Program

**TITLE: WORKER'S COMPENSATION INSURANCE**

**CLOSING TIME/DATE:**

Closing Time: 3:00 P.M.  
Closing Date: June 8, 2022

**BUYER:**

**ClaudDina Longoria, Senior Buyer**  
Phone: 956-289-2311, Ext.2135  
Fax: 956-383-7687  
Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

**DELIVER BIDS TO:**

Edinburg CISD  
Office of the Purchasing Director  
411 North 8<sup>th</sup> Ave, 2<sup>nd</sup> Floor  
Edinburg, TX 78541

  
Purchasing Director

5/18/22  
Date

**DATE Webbed: May 18, 2022**

\*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

## Vendor Certification

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions on this bid, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

Firm Name: \_\_\_\_\_

Telephone 1-800-\_\_\_\_\_

Address: \_\_\_\_\_

Or: \_\_\_\_\_

City: \_\_\_\_\_

Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Web Address: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
**(Signature of Person Authorized to Sign Bid)**

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(Please print or type name above)**

I can deliver in \_\_\_\_\_ days. Early Payment Discount \_\_\_\_\_% if Paid in \_\_\_\_\_ Days, Net 30

## INTENT TO BID

Fax, this page only, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at [www.ecisd.us](http://www.ecisd.us).

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**STREET ADDRESS 2:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP CODE:** \_\_\_\_\_

**WORK PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**WEB SITE:** \_\_\_\_\_

## VENDOR CHECK LIST

- |   |         |        |
|---|---------|--------|
| 1. Signed Standard Terms & Conditions                             | ___ Yes | ___ No |
| 2. Signed Felony Conviction Notification                          | ___ Yes | ___ No |
| 3. Signed Conflict of Interest Questionnaire                      | ___ Yes | ___ No |
| 4. Signed Deviation Form  | ___ Yes | ___ No |
| 5. Read and understood Special Terms & Conditions                 | ___ Yes | ___ No |
| 6. Filled out Bid Form  | ___ Yes | ___ No |
| 7. Completed & submitted W9/Authorization for Direct Deposit Form | ___ Yes | ___ No |
| 8. Signed Certification of Interested Parties (Form 1295)         | ___ Yes | ___ No |
| 9. Completed & signed Vendor Check List                           | ___ Yes | ___ No |

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that our company will enter into a binding contract with Edinburg CISD for item(s) awarded to our company.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official Title

**STANDARD TERMS & CONDITIONS**

(REVISED SEPTEMBER 2022)

**PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.**

The following terms and conditions are requirements that are binding upon the vendor awarded the proposal and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
  - a. Seller's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
  - d. Seller shall bear cost of packaging unless otherwise provided.
  - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
  - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

**Edinburg Consolidated Independent School District  
Attn.: Accounts Payable Department  
Drawer 990  
Edinburg, Texas 78540-0990**

8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

## RFP 22-107, Worker's Compensation Insurance

13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## RFP 22-107, Worker's Compensation Insurance

27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
  - Deduct such charges from existing invoice totals due at the time, or
  - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
  - Financial Information
  - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's proposal list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
  - Bonding status
  - Contractual history (references)
  - Ability to fulfill and abide by the terms and specifications
  - Quality and stability of product and sources
32. **District Proposal Forms:** Proposal not submitted on District's proposal forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- \_\_\_\_\_ I am not a delinquent taxpayer to the Edinburg CISD.
- \_\_\_\_\_ I am a delinquent taxpayer to Edinburg ISD (your proposal may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s) –** Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the proposal response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product proposal with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model proposal may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the proposal in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all proposal prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.
40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.

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41. **Evaluation Factors:** The proposal award shall be based on the following evaluation factors:
- a. the purchase price;
  - b. the reputation of the vendor and of the vendor's goods or services;
  - c. the quality of the vendor's goods or services;
  - d. the extent to which the goods or services meet the district's needs;
  - e. the vendor's past relationship with the district;
  - f. the total long-term cost to the district to acquire the vendor's goods or services
42. **Non-Collusive Bidding Certification:** By submission of this proposal or proposal, the bidder certifies that:
- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
  - b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals, or proposals for this project, to any other bidder, competitor or potential competitor;
  - c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal or proposal;
  - d. The person signing this proposal or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). The TEC website includes Question/Answers and Video instructions.

46. **Declaration of Business Location – Texas Education Code 44.031 (b)(8).** By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:

\_\_\_\_ A. Has its principal place of business in the State of Texas; OR \_\_\_\_ B. Employs at least 500 persons in the State of Texas  
\_\_\_\_ C. Principal Place of business is not in the State of Texas: \_\_\_\_\_ (City,State)

47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting proposal is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

48. **Texas Historically Underutilized Business (HUB) - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm:** Contractor certified the Bidder's company is HUB certified with the State of Texas.

\_\_\_\_ I am an Active certified HUB vendor. HUB expiration date: \_\_\_\_\_  
\_\_\_\_ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms  
\_\_\_\_ I am neither.

49. **Contract Provisions for contracts under Federal Awards:** By submission of this proposal, Contractor agrees to comply with the following provisions.

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when ECISD expends federal funds, ECISD 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. ECISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if ECISD believes, in its sole discretion that it is in the best interest of ECISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by ECISD as of the termination date if the contract is terminated for convenience of ECISD. Any award under this procurement process is not exclusive and ECISD reserves the right to purchase goods and services from other vendors when it is in ECISD's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.3 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 ECISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 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 Finance 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 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 (20 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 sub-recipient must be prohibited from including, 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 entity must repair all suspected or reported violation to the Federal awarding agency.

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or 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



## RFP 22-107, Worker's Compensation Insurance

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 ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.7 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 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 ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal 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 award.

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.10 An 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.

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**RFP 22-107, Worker's Compensation Insurance**

- 49.11 §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.  
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:  
(1) Procure or obtain;  
(2) Extend or renew a contract to procure or obtain; or  
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).  
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).  
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.  
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.  
(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.12 §200.322 Domestic preferences for procurements.  
(a) 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 subawards including all contracts and purchase orders for work or products under this award.  
(b) For purposes of this section:  
(1) "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.  
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any subawards for any District contract that is entered into.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

50. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS: When federal funds are expended by ECISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

52. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT: It is the policy of ECISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

## RFP 22-107, Worker's Compensation Insurance

53. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS: ECISD 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 it is in compliance with all applicable provisions of the Buy America Act.
- Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor
54. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. §200.337: Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor
55. CERTIFICATION OF EMPLOYMENT VERIFICATION FAR 22.18, 74 FR 2731, 48 CFR 52.222-54: As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.
- Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor
56. CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS: As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.
- Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor
57. CERTIFICATION OF COMPLIANCE WITH S/M/WBE/LABOR SURPLUS, 2 CFR 200.321: As applicable with certain federal funds contracts, requires contractors to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises, whenever to the maximum extent possible
- Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor
58. CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE: Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, proposal or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.
- Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor
59. CERTIFICATION OF HOUSE BILL 89, SECTION 2270.001 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor
60. CERTIFICATION OF SENATE BILL 252, SECTION 2252 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract
- Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor
61. CERTIFICATION OF SENATE BILL 13, SECTIONS 809 AND 2274 TEXAS GOVERNMENT CODE: Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.
- Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**RFP 22-107, Worker's Compensation Insurance**

62. CERTIFICATION OF SENATE BILL 19, SECTION 2274 TEXAS GOVERNMENT CODE: In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

63. CERTIFICATION OF SENATE BILL 2116, SECTIONS 2274 AND 113 TEXAS GOVERNMENT CODE: PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District : (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

64. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS: Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

65. CERTIFICATION OF TEC 22.0834 CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN EMPLOYEES; FINGERPRINT BACKGROUND CRIMINAL HISTORY INFORMATION CHECKS: Vendors and all their employees that perform work and will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Personnel Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required. The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

66. CERTIFICATION OF GOVERNMENT CODE 552.104(c) A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

67. CERTIFICATION OF GOVERNMENT CODE 2272.003(a): A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a)

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**RFP 22-107, Worker's Compensation Insurance**

- 68. CERTIFICATION OF GOVERNMENT CODE 403.1067(A) LOBBYING RESTRICTION – TOBACCO EDUCATION GRANT FUNDS: A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:
  - 1. Lobbying expenses incurred by the district;
  - 2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
  - 3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
  - 4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 69. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 70. BUY AMERICAN PROVISION FOR CHILD NUTRITION (if applicable): Edinburg CISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district's SNP meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meals programs.

Edinburg CISD will purchase domestic food products per the Buy American Provision unless:

- 1. The product needed is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- 2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

Edinburg CISD will maintain all documentation in regard to any food purchases that are deemed "non-domestic" to include cost comparisons if the product is available as a "domestic" product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the "country of origin."

**I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-69 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-70 listed above.**

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**FELONY CONVICTION NOTIFICATION**

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State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice Is Not Required of a Publicly-Held Corporation

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Authorized Company Official's Name (Printed)

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

\_\_\_\_\_  
Signature of Company Official

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

\_\_\_\_\_  
Signature of Company Official

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

\_\_\_\_\_  
Names of Felon(s)

\_\_\_\_\_  
Details of Conviction(s)

\_\_\_\_\_  
Signature of Company Official

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

## For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by the H.B. 1491 80<sup>th</sup> Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7<sup>th</sup> 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of person doing business with local governmental entity.

**2**

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes     No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,

Yes     No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes     No

D. Describe each employment or business relationship with the local government officer named in this section

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## CERTIFICATION OF INTERESTED PARTIES – FORM 1295

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### Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

**As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.**

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

### Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name),
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

### Definitions:

- **Interested Party:** a person who:
  - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
  - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
  - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
  - 1) receives compensation from the business entity for the person's participation;
  - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

### Resources:

#### Form 1295 Frequently Asked Questions:

- [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

#### Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

#### Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>







## Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>
Individual/Company/Entity Legal Name (Must match TIN below): _____ _____ Taxpayer Identification Number (TIN) _____ - _____ Federal Tax ID Number (FID) _____ - _____		DBA Name (IF Applicable): _____ _____ OR SSN – Individual/Sole Proprietor _____ - _____
<b>Vendor Contact Information:</b> Name: _____ Title: _____ Phone: _____ Fax: _____		
<b>Vendor Type – Select only one of the following boxes:</b> <input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____ <input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ <input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____		
<b>Order Address:</b> Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		<b>Payment Remittance Address:</b> <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____
<b>Banking Information:</b> In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.		
Account Type:      Checking <input type="checkbox"/> Savings <input type="checkbox"/> Bank Name: _____ Bank Address: _____ City: _____ State: _____ Zip Code: _____		Email for Direct Deposit Notification: _____ ABA Routing Number: _____ Account Number: _____ Phone: _____ Fax: _____
<b>W-9 Certification</b> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. <b>Certification Instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. Signature: _____ Date: _____ Print Name/Title: _____		<b>Direct Deposit Authorization and Agreement</b> I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that: 1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address. 2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons. 3. This authorization will remain in effect until; (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid. Signature: _____ Date: _____ Print Name/Title: _____
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: <a href="mailto:ECISDInvoice@ecisd.us">ECISDInvoice@ecisd.us</a> , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
<b>Finance Office Use Only: Updated Record on:</b>		<b>Updated by:</b> _____
<b>Bank Code:</b> _____		<b>Vendor #:</b> _____

**GENERAL REQUIREMENTS & INSTRUCTIONS**

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**A. Information**

1. The information contained in these specifications is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan:

**WORKER'S COMPENSATION INSURANCE**

2. Edinburg CISD reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve the interest of the District. The District also reserves the right to waive or dispense with any of the formalities contained herein.
3. Proposals are to be submitted on the basis of the specifications contained herein. Alternate full insured proposals **will not** be considered. All proposals must be self-insured. All deviations from the specifications must be clearly identified and explained.
4. The information contained herein is believed to be accurate and up to date but is not intended to be an express or implied warranty.
5. No telephone, telephonic, or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Service, Federal Express, UPS, etc. The District will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened.
6. Vendors are cordially invited to the proposal opening but are not required to attend.

**B. Legal**

1. All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submission of insurance proposals. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws

**C. Communication**

1. Proposals are to be sealed in an envelope clearly labeled "**RFP 22-107, WORKER'S COMPENSATION INSURANCE.**" Two (2) copies and one (1) original of the proposals are to be prepared and submitted to:

**Mr. Amaro Tijerina, Purchasing Director**  
Edinburg CISD  
411 North 8<sup>th</sup> – Administration Building, Edinburg, TX 78539  
Tel: 956-289-2311

2. Requests for information, prior to closing date should be **EMAILED** to Dustin Garza, Insurance Manager at [dustin.garza@ecisd.us](mailto:dustin.garza@ecisd.us), and no telephone inquiries will be accepted. Inquiries should make reference the specific section numbers of the RFP.
3. Copies of all correspondence relevant to this assignment will be distributed to all interested participants.

## RFP 22-107, Worker's Compensation Insurance

### D. Time Frame

1. The specifications will be available to interested parties on or after **May 18, 2022** at the Edinburg CISD Purchasing Department in the Administration Building at 411 North 8<sup>th</sup>, Edinburg, TX. These specifications may be downloaded from the Edinburg CISD website: [www.ecisd.us](http://www.ecisd.us), under the Purchasing Department.
2. Proposals must be delivered to Edinburg CISD, Purchasing Department no later than **3:00 P.M. on June 8, 2022** in sealed envelopes, clearly marked:

#### RFP 22-107, WORKER'S COMPENSATION INSURANCE

3. The sealed envelopes will be opened in public at **3:00 P.M. June 8, 2022**. The envelopes shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept secret during the process of proposal negotiations.
4. Contract effective date for the Workers' Compensation Insurance will be September 1, 2022.
5. Binder is to be delivered no later than August 31, 2022.
6. Policies or coverage documents are to be provided to the District by September 1, 2022. The District reserves the right to not pay any premiums until valid policies or coverage documents are received by the District.

### E. Proposals

1. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications must be explicitly identified. Proposals are to be prepared in duplicate.
2. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications.
3. **Requests for interpretation of the specifications will be provided by Dustin Garza, Insurance Manager.** All such responses will be made in writing. Oral explanations will not be binding.
4. The contents of the proposals shall be kept secret during the process of negotiations. After the insurance contracts are awarded, all proposals will be available for public inspection. Any trade secrets and confidential information shall be so labeled to avoid public disclosure of such information.

### F. Disqualification and Rejection of Proposals

1. Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specifications, may result in disqualification.
2. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

### G. Selection Criteria

1. Edinburg CISD reserves the right to reject any or all of the proposals, in whole or in parts; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the District.

## RFP 22-107, Worker's Compensation Insurance

- Proposals will be carefully evaluated for cost effectiveness, for coverage provisions, and for compliance with the coverage and servicing criteria contained in the specifications.
- The contract will be awarded to the responsible vendor who submits a superior but economical proposal based on the relative importance of the following selection criteria:

<b>SELECTION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Coverage	35
Cost	30
Service	20
Professional/Financial Qualifications	15
<b>TOTAL ALLOWABLE POINTS</b>	<b>100</b>

### H. Terms of Contracts

- Edinburg CISD is seeking a three year contract with a possible extension of 2 to 5 years, renewed annually, with the option to terminate the contract during the term of the contract or at the end of each anniversary date on sixty (60) days notice.
- Edinburg CISD reserves the right to terminate the contract at the expiration of each budget period. The contract will be for current revenues only in accordance with Local Government Code Section 271.903.
- The contract is to contain cancellation provision that provides for 60 days notice of cancellation (except for non-payment) and 60 days notice for non-renewal or material change.

### I. Qualification of Insurers

- Insurance companies must have a general policyholder's rating of A- or better as published by A.M. Best Company in the latest edition of its Key Rating Guide. Insurers shall be duly licensed, or approved non-admitted carriers, and comply with all applicable insurance laws and requirements of the Texas State Board of Insurance.
- Proposals will be accepted for intergovernmental risk sharing pools organized in accordance with Article 4413(32c), Texas Interlocal Cooperation Act, and Article 8309h, Workers' Compensation for Political Subdivisions. Self-insured pools must include a current financial statement (Balance Sheet and Statement of Operations), the most recent audited financial statements, including the auditor's opinion, and Reinsurance Provisions.

### J. Agent Minimum Qualifications

- All agents submitting proposals for this insurance must meet the following minimum qualifications:
  - The agency must be licensed in Texas.
  - The agency must have insurance for agent's errors and omissions liability with a limit of at least \$1 million per occurrence.
  - The agency must have been in business for at least five years.
  - The agency must assign a minimum of one qualified account representative to service the District. This representative must have a minimum of five years experience in commercial property and liability insurance lines, or hold the C.P.C.U. or A.R.M. designation.
- A certificate of the agent's E&O insurance must be included with the proposal, along with a description of the firm's business experience and resumes of the proposed account representatives.

**RFP 22-107, Worker's Compensation Insurance**

**K. Copies of Policies**

1. It is required that a complete specimen policy (including all forms, endorsements, exclusions and policy jackets) and appropriate contractual documents be furnished in duplicate with each quotation.

**L. Authorized Signatures**

1. All proposal forms must be signed by persons who have legal authority to bind the insurer and administrator to the services that are proposed.

**M. Background Information**

1. Edinburg Consolidated Independent School District is a rapidly growing school district located in Hidalgo County. Currently ECISD has roughly 5,000 employees and the payroll is about \$ 288,566,521.00. Similar growth is expected for the next two to three years.
2. The Worker's Compensation Insurance program was self-insured for the five-year period from September 1, 1993 thru August 31, 1998, and has been fully insured from September 1, 1998 thru August 31, 2002, and self-insured from September 1, 2002 to current.
3. During the 1999-2000 policy year, Centre/Superior National Insurance cancelled coverage in mid-year (May 17, 2000) due to "high adverse loss history", the annual premium of \$973,745 was reduced on a pro rata basis to \$630,478. North American Specialty Insurance, with claim administration services provided by Anchor Claims Management, provided coverage on fully insured contract to allow continuity of claim payment by Anchor Claims Management until August 1, 2001.
4. CNA provided coverage on a fully insured contract from August 1, 2001 thru August 31, 2002, Edwards Claims Administration has provided coverage on a self-insured contract from August 1, 2002 until August 31, 2005, Claims Administrative Services has provided coverage on a self-insured contract from September 1, 2005 until August 31, 2008, Healthfirst TPA/TriSurant has provided coverage on a self-insured contract from September 1, 2008 until August 31, 2009, TriSurant/JI Specialty Services has provided coverage on a self-insured contract from September 1, 2009 until August 31, 2011 and TriStar Risk Management has provided coverage on a self-insured contract from September 1, 2011 to current.
5. The District received a Hazardous Employee Designation from TWCC on June 15, 2000. The District immediately began aggressive safety/loss control activities. As a result of the District efforts, the TWCC inspection on May 8, 2001 resulted in removal of the Hazardous Employer designation and transfer to TWCC Monitor status.
6. The District is interested in receiving proposals on self-insured basis.

**INSURANCE AGENCY QUESTIONNAIRE**

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1. Who will have primary responsibility for the District's account?

\_\_\_\_\_

\_\_\_\_\_

- a. Number of years in the insurance business: \_\_\_\_\_
- b. Insurance background: \_\_\_\_\_
- c. Educational Background: \_\_\_\_\_

**RFP 22-107, Worker's Compensation Insurance**

- d. Number of other public entities serviced: \_\_\_\_\_
  
- 2. Who will be the back-up person for the District's account?  
\_\_\_\_\_  
\_\_\_\_\_
  
- a. Number of years in the insurance business: \_\_\_\_\_
- b. Insurance background: \_\_\_\_\_
- c. Educational Background: \_\_\_\_\_
- d. Number of other public entities serviced: \_\_\_\_\_
  
- 3. How many Texas school districts does your agency (this office, if a national broker) provide coverage on behalf of? \_\_\_\_\_
  
- 4. What is your (this office, if a national broker) estimated premium volume with Texas school district? \_\_\_\_\_
  
- 5. The District will expect the following annual reports from its agents:
  - a. Summary of premium and losses by coverage.
  - b. Forecast of insurance market status prior to renewal.
  - c. Insurance policy abstracts (summaries).
  - d. Prior to future renewals, report containing suggested coverage or rating enhancements for the upcoming year.
  - e. Following future renewals, a report detailing all material policy changes.
  
- 6. Please attach a copy of the following documents:
  - a. A copy of the current license.
  - b. A certificate for agent's error and omissions coverage insured for at least \$1 million limit.

By: \_\_\_\_\_

Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**EXCESS RISK INSURANCE – SELF INSURED RETENTION**

**A. Background Information**

- 1. Current Worker's Compensation Insurance is fully insured by Safety National Casualty Corporation.
  
- 2. The District desires to receive self-insured proposals for the five year period on the following basis:
  - a. Three year contract with two annual renewal options for rate and premiums deemed to be favorable to the District. Renewal rates are to be provided to District by June 1 (90 days prior to anniversary date).



**RFP 22-107, Worker's Compensation Insurance**

- 3. Contract effective date is to be September 1, 2022.
- 4. Statutory Texas benefits must be provided, plus Employers Liability with limit of \$500,000.

**B. Insurance Company/Risk Pool Information**

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Insurance Company: \_\_\_ Yes \_\_\_ No A.M. Best Rating/Size: \_\_\_\_\_

Risk Pool: \_\_\_ Yes \_\_\_ No Financial Information: \_\_\_ Yes \_\_\_ No

**C. Quotation – Specific & Aggregate**

- 1. Self Insured Retention

Per Occurrence	Annual Premium	Aggregate Limit
\$350,000		
\$400,000		
\$450,000		
\$500,000		

- 2. Explain formula for calculation of annual premium for (a) first year, (b) second year, (c) third year: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 3. Explain formula for calculation of annual aggregate excess limit for (a) first year, (b) second year, (c) third year: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 4. Explain procedure & documentation required for Specific Excess recovery:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RFP 22-107, Worker's Compensation Insurance**

5. Explain procedure & documentation required for Aggregate Excess recovery:

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6. Explain any special services/features that are included in the proposal:

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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type Signatory's Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

**CLAIM ADMINISTRATIVE SERVICES – SELF INSURED RETENTION**

**A. Background Information:**

1. It is essential that claims personnel be available to District staff on a regular and frequent basis. It is preferred that the claims staff be located in the Rio Grande Valley or South Texas. It is also preferred that one claim adjuster be assigned to Edinburg CISD.
2. The District desires to receive self-insured proposals for the five year period on the following basis:
  - a. Three year contract with two annual renewal options for rate and premiums deemed to be favorable to the District. Renewal rates are to be provided to District by June 1 (90 days prior to anniversary date).
3. Claim staff must be available to District staff for prompt review and investigation of large claims.
4. Claim staff must be properly licensed and qualified for the services provided.
5. Contract effective date is to be September 1, 2017.
6. Quarterly claims reports are to include summary information for number of claims and incurred cost by location, by type of accident and by work classification.

**B. Questions:**

1. Describe organization submitting proposal:

a. Name of Firm: \_\_\_\_\_

b. Address: \_\_\_\_\_  
 \_\_\_\_\_

c. Contact Person: \_\_\_\_\_

d. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

e. Year Founded: \_\_\_\_\_

2. Please provide financial information about your firm.

3. Describe Claim Administration experience

a. Number of Clients: \_\_\_\_\_

b. Number of Client Employees: \_\_\_\_\_

c. Other: \_\_\_\_\_  
 \_\_\_\_\_

4. Provide three Texas client references (preferably school districts):

Name of Client	Contact Person	Telephone Number	Number of Employees

5. Do you provide the following services within the terms of the contract and quoted fee? (If available for an additional fee, please indicate and list fee):

SERVICE	YES	NO	ADD'L FEE	ADD'L COST
Representation at all Benefit Review Conferences				
Representation at Contested Case Hearings				
Legal Representation at Benefit Review Conferences at a Contested Case Hearing				
Does your firm select the law firm or will the District have the ability to select the law firm of its choosing?				
Adjuster monthly visits with District				
Computer supported on-site claims management networking for client				

SERVICE'S CONTINUED	YES	NO	ADD'L FEE	ADD'L COST
Retaining of private investigator, when necessary				
24-hour Worker's Compensation pre-certification hotline				
Computer generated claims reports/updates				
Provide a dedicated adjuster				
Handle claim for the life of claim				
Provide for medical review where necessary				
Provide medical provider managed care network				
Calculate medical provider discounts				
Large Case Management				

6. Briefly describe how your company sets reserve limits:

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7. Estimate your claims per adjuster ratio:

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8. List the names, experience, and qualifications of the personnel who will serve as claims adjusters:

a. Primary Adjuster: \_\_\_\_\_

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b. Back-up Adjuster: \_\_\_\_\_

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9. Where is the location of the office that would handle the District's claims?

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**RFP 22-107, Worker's Compensation Insurance**

10. Is there 24 hour claims service? \_\_\_\_\_
11. Will the District be consulted on the disposition of all claims over \$5,000?  
\_\_\_\_\_
12. Will the District receive monthly claim reports (please provide sample reports)?  
\_\_\_\_\_
13. Will the District receive expanded quarterly claim reports (please provide sample reports)?  
\_\_\_\_\_
14. Please attach any additional information you feel would be relevant.
15. Please attach copies of claims reporting guidelines that the insured must comply with, as well as samples of all claims reporting forms used.
16. Are you in a Workers' Compensation Network and if so, please provide a detailed outline of your operations and the history of your Workers' Compensation Network? Please include number and types of physicians and health related services provided.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
17. If not already provided please provide a list of government entities or related organizations enrolled in your network.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
18. Please discuss any unique cost savings associated with your network.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
19. Please outline how the District would integrate your network into its current program (include transitional timelines).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
20. Please provide any other relevant information that may distinguish your firm from your competitors.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RFP 22-107, Worker's Compensation Insurance**

21. In attached rate sheet please disclose the costs associated with the use of your network.

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22. Respondents must ensure that their network provides for the totality of our employees. Please check our website for a list of locations and Respondent must agree that their network provides for all areas within the district or provide solutions for employees in these areas.

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23. Detail how you arrived at your pricing for the use and access for your Medical Provider Network.

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24. Please provide the scope of services that your firm offers in the Loss Control Services.

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25. Please describe typical recommendations your firm implements for clients like ECISD.

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26. Do you have an online management portal?

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27. Please provide examples of loss control services implemented by your firm that did not work and why.

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28. Please give a general description of your practice, to include staff and attorneys, proposed to service the District.

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**RFP 22-107, Worker's Compensation Insurance**

29. Provide resumes of loss control personnel that will be assigned to ECISD and what is there home-base and territory.

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30. Will you provide loss control personnel dedicated specifically to ECISD and if so how many hours per month will they be dedicated to the account?

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31. Have any non-audit violation referrals been made to the TDI-DWC concerning your company? If so, what was the outcome of the referrals?

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32. Please provide any other relevant information that may distinguish your firm from your competitors.

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33. Please detail how you arrived at pricing for your services.

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34. Describe procedure for calculation of medical provider discounts & documentation for discounts.

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35. Describe Large Case Management Services:

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36. Describe banking procedures & internal controls:

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**RFP 22-107, Worker's Compensation Insurance**

37. Please provide certificate of insurance coverage for the following:

- a. Professional Liability Insurance
- b. Employee Dishonesty/Crime Insurance

38. Fee Structure (Provide a complete description for each of the services, e.g. Medical Only Claims, Loss of Time Claims & Other Claims):

SERVICE	FEE BASIS

39. Are the above fees fixed for the three year period? \_\_\_Yes \_\_\_No

If not, please explain formula for fee adjustment:

Second Year: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Third Year: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**RISK EXPOSURE SURVEY**

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**A. GENERAL INFORMATION**

Edinburg Consolidated Independent School District  
 411 North 8th Street  
 Hidalgo County  
 Edinburg, TX 78539

1. Name/Address: \_\_\_\_\_
2. Is there a full time safety person?  Yes  No  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_
3. Are outside See attached summary of safety/loss control activities  Yes  No  
 Comment: \_\_\_\_\_
4. Is a written safety program in place?  Yes  No
5. Are physicals required after offer of employment?  Yes  No
6. Are employees covered by group health insurance?  Yes  No
7. Do any employees predominately work at home?  Yes  No
8. Are any employees leased from other employers?  Yes  No
9. Are athletic Students in secondary school covered?  Yes  No  
 Comment: by separate athletic insurance policy
10. Do employees operate aircraft or watercraft?  Yes  No
11. Are employees involved in storing, dispensing or transporting hazardous materials?  Yes  No
12. Is any work performed underground or above 15 feet?  Yes  No
13. Describe nature of business: Public School District with approximately 44 school campus locations, maintenance & facilities department, child nutrition department, transportation department, fixed assets, police department and administration.

**B. PAYROLL HISTORY & EMPLOYEE COUNT BY CAMPUS**

1. See attached Schedule A

**C. PRIOR CARRIER AND CLAIM HISTORY:**

1. See attached Schedule B

**SCHEDULE A – PAYROLL HISTORY & EMPLOYEE COUNT BY CAMPUS****PAYROLL HISTORY**

CLASS CODES	2017-2018 AUDIT	2018-2019 AUDIT	2019-2020 AUDIT	2020-2021 AUDIT	2021-2022 ESTIMATED
7380	\$8,118,204	\$7,582,969	\$10,304,703	\$7,847,975	\$7,982,586
8810	\$32,078,242	Included in 8868 now	\$35,789,597	\$7,777,468	\$3,189,201
8868	\$177,945,184	\$206,675,917	\$223,101,477	\$209,062,011	\$214,600,479
9101	\$20,596,123	\$19,344,558	\$26,572,481	\$36,806,999	\$62,794,255
<b>TOTALS</b>	<b>\$238,734,753</b>	<b>\$233,603,444</b>	<b>\$295,768,258</b>	<b>\$261,494,454</b>	<b>\$288,566,521</b>

**EMPLOYEE COUNT BY CAMPUS**

loc #	CAMPUS/DEPT	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
101	Austin	54	54	55	55	51
102	Brewster	56	58	57	57	55
103	Hargill	48	50	49	51	49
104	Betts	60	62	60	61	62
105	Jefferson	53	54	56	54	53
106	Trevino	61	61	64	66	60
107	Robert E. Lee	50	61	59	58	53
108	Lincoln	56	65	63	62	56
109	Guerra	61	72	72	72	68
110	Zavala	64	69	69	67	65
111	Travis	51	52	50	52	50
112	Freddy Gonzalez	55	54	53	56	56
113	L.B. Johnson	53	57	56	55	54
114	Canterbury	60	63	67	68	66
115	Monte Cristo	72	68	72	74	73
116	Escandon	60	66	65	71	70
117	De La Vina	65	66	66	67	65
118	San Carlos	52	63	66	66	67
119	Truman	66	67	65	65	66
120	Eisenhower	62	66	70	73	71
121	J.F. Kennedy	67	71	70	68	66
122	Cano/Gonzalez	59	61	60	64	67
123	Cavazos	58	61	60	62	56
124	Villarreal	70	74	74	73	66
125	Carmen Avila	70	67	70	74	79
126	Anne L. Magee	62	64	61	57	56
127	Dr. Thomas Esparza	55	66	67	66	59
128	Crawford	66	74	73	76	73
129	Ramirez	57	58	63	67	63
130	Flores/Zapata	63	62	66	70	61
131	Gorena	55	61	63	64	63
810	Special Ed. Dept	43	46	50	52	59
820	C & T Dept	12	29	13	12	14
873	Stadium	7	7	6	9	9

**RFP 22-107, Worker's Compensation Insurance**

loc #	CAMPUS/DEPT	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
936	Maintenance & Facilities	122	118	132	101	140
938	Child Nutrition Dept	27	27	30	42	33
939	Transportation	222	222	246	258	231
001	Edinburg High	294	305	301	303	291
002	Economedes	279	291	291	298	295
003	Edinburg North	290	311	303	309	314
006	Robert Vela	250	266	258	268	263
005	Edinburg Alt. Ed. Academy	27	28	28	28	27
007	Vision Academy	13	14	13	14	15
040	Juvenile Detention	12	9	10	12	10
047	Harwell Middle	151	153	162	171	168
043	B.L. Garza Middle	162	165	156	156	152
044	South Middle	158	160	163	165	161
045	Memorial Middle	147	155	156	159	159
046	Barrientes Middle	155	160	153	155	147
048	Longoria	140	144	140	141	141
944	Substitutes	361	424	738	745	781
947	ECISD Police Department	8	11	11	16	11
	Admin. / Annex	174	213	192	185	190
	Totals	4895	5205	5513	5590	5530

**SCHEDULE B – PRIOR CARRIER & CLAIM HISTORY**

Period 9/1/2017 – 3/31/2022 Summary Totals as of 3/31/2022

Insurance Company	Policy Period	Number of Claims	Total Paid Claims	Total Incurred Claims
TriStar Risk Management	9/1/2017 – 8/31/2018	100	\$220,778.60	\$220,778.60
TriStar Risk Management	9/1/2018 – 8/31/2019	132	\$514,510.78	\$534,356.10
TriStar Risk Management	9/1/2019 – 8/31/2020	93	\$422,544.17	\$469,523.44
TriStar Risk Management	9/1/2020 – 8/31/2021	81	\$326,984.18	\$455,558.26
TriStar Risk Management	9/1/2021 – CURRENT	70	\$177,902.03	\$519,012.78

## **Claim Summary for**

**09/01/2017 – Current**

**Go to the ECISD Website to download Claim Summaries.**

**[www.ecisd.us](http://www.ecisd.us)**

**Purchasing Department's Vendor Bid/RFP/RFQ Calendar**

**SAFETY TRAINING & INSPECTIONS FOR 2021-2022**

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In the summer of 2000, Edinburg CISD was designated by the Texas Worker's Compensation Commission as a hazardous employer. To address this concern, the district hired a Director for Safety/Risk Management and contracted for the services of a safety consultant. An Accident Prevention Plan was developed by the Director for Safety/Risk Management and the safety consultant. The plan was immediately implemented. The plan contained seven components which included:

1. Management Component
2. Analysis Component
3. Record Keeping Component
4. Safety and Safety Education/Training Component
5. Inspection Component
6. Investigation Component
7. Program Review and Revision Component

A District Safety Committee made up of representatives from all the school campuses and major departments was set up and trained on the components of the Accident Prevention Plan. The committee meets once a month to receive training, review training materials, review loss run information and disseminate safety concerns and other information. The members of the District Safety Committee in turn conduct safety training at their respective campus or department.

Safety training, inspections, etc., are documented and filed monthly with the Coordinator of Safety & Risk Management. The program became an immediate success which led to Edinburg CISD being removed from its hazardous designation by the Texas Department of Insurance through the Division of Workers' Compensation within nine months after the Safety Program and Accident Prevention Plan were implemented. The program is now fifteen years old and has had a large impact on the reduction of injuries and cost of the Workers' Compensation Program.

An Accident Review Committee for vehicle and mobile equipment accidents was also set up to address bus accidents and review causes. As a result of this committee's work, bus accidents were reduced in the second half of the 2016-2017 school year and still continues to improve.

A return to work program was initiated in the summer of 2000. Prior to the summer of 2000, there was no return to work program in place for employees who had not been fully released back to work. By implementing modified work duties, employees are released back to work with restrictions as placed by their doctors. The district accommodates those restrictions under modified assignments. This meets the needs of the injured employees as well as the needs of the district. The return to work program resulted in a reduction of indemnity payments and therefore, a reduction in the workers' compensation cost.

ECISD is a proactive district that looks for ways in which to ensure the safety and security of all employees. A district Safety committee meets monthly to review and track employee injuries in order to identify causes of injuries, identify any trends that might develop, and train personnel on safety hazards and how to prevent them. Safety training conducted at monthly meetings is to target the areas of need as identified on monthly reports to include topics such as slips and falls, improper lifting, etc. The safety training has helped reduce the number and severity of the injuries. Safety training is an ongoing process. Our safety committee representatives are responsible for bringing information back to the campuses and training at the campus and department level. ECISD safety representatives are given a stipend for their participation and work in our safety program.

To ensure safety at all work sites, our Incentive Program established in August of 2001 continues to date. Campuses and departments that are accident free on a monthly basis qualify for a monetary incentive (allocation determined by the number of employees on that campus or department). Campuses and departments that have injuries, but no loss time, qualify for a lesser amount. During the 2021-2022 school year, \$95,155.00 dollars was awarded to campuses for their efforts in maintaining their worksites as Safe through our Incentive Program. Our district saved almost a million dollars in its workers' compensation cost.

## **RFP 22-107, Worker's Compensation Insurance**

To help reduce injuries, the district has purchased 300 little jumbo ladders, 200 step stools, 45 vending machine dollies, 45 desk movers with attachments, and 72 hardwood dollies. In 2016-2017 school year, each campus was provided with a safety bin filled with essentials for a campus site such as raincoats, LED batteries flashlights, Stop signs for Cross guards, Vests, etc. The district is committed to safety. It spent over \$90,000 in the last two years on safety equipment. The health and safety of our employees is top priority at Edinburg CISD.

Safety audits are completed onsite monthly to identify unsafe equipment and or conditions to correct by the administration at each worksite. The district continually inspects and makes adjustments to follow through with corrective measures in our safety audits.

Edinburg CISD remains committed to providing a safe and healthy work environment for all its employees. Every effort is made to provide a working environment that is free from any recognized or potential hazard.

Till this day our safety committee rep from each location is committed to ensuring our campus and facilities are safe and to ensure safety to all employees and students on a daily basis.

**SUMMARY OF ECISD SAFETY/RISK MANAGEMENT PROGRAM**

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1. New Employee Safety Orientations.
2. Substitute Teacher Safety Orientations.
3. Safety In-Services for Custodial, Maintenance & Facilities, Child Nutrition, Transportation and Fixed Assets, Police Departments.
4. Monthly safety committee meetings to distribute safety information to members to be reviewed with staff members at their respective campuses and departments.
5. Monthly and unannounced safety surveys of work areas though out the district to locate, identify and report safety hazards to maintenance and facilities department for abatement.
6. Implementation of district accident prevention plan and having safety committee members recommend and agree on modifications to the plan to help enhance safety program.
7. Conducting injury reviews with employees to find root cause to help prevent recurrence of the same type of injury.
8. Following up with campus and department administrators for enforcement of safety rules as stated in accident prevention plan.
9. District safety incentive program.
10. Support from school board and district administration has caused the accident prevention program to be successful in the reduction of injuries and money spent on injuries.

**ADMINISTRATIVE POLICY FOR WORKERS' COMPENSATION**

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One of the critical components in this District's focus toward reducing costs of the Workers Compensation Program is in the level of participation of the District's Supervisory personnel. The District is diligently working toward the development of an Administrative Policy to meet this need.

The Administrative Policy will be made up of two components. The first component will address the role of the supervisor and the importance of his or her participation toward the development of a successful program. The second component will address the accountability portion for failure to implement, supervise, and sustain a concentrated effort in regards to work place safety.

**RESPONSIBILITY COMPONENT: Supervisor**

The supervisor shall be required to actively be involved in all safety activities, including and not limited to the following activities:

The supervisor shall:

- a. Evaluate all job task requirement for equipment assigned to the respective department.
- b. Conduct initial safety training for all new employees and ensure ongoing training for all other staff under his supervision.
- c. Schedule safety meeting on a regular basis.
- d. Conduct departmental safety inspections and audits, in an effort to identify potential risks.
- e. Conduct accident investigations and reporting to meet reporting requirements and identify ongoing trends.

**DISCIPLINARY ACTION COMPONENT: Supervisor**

The supervisor will be held accountable for employees not working in a safe manner and property use of equipment provided. Failure to take action deemed to meet this goal may subject him or her to disciplinary action.

(It is the position of the District that "There is no job so important or service or so urgent that employees need to get injured in order to do their job or provide their service")