



EDINBURG CISD

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

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

Request for COMPETITIVE SEALED PROPOSALS

NO: 23-11

TITLE: STOP LOSS INSURANCE

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
- Special Terms & Conditions

CLOSING TIME/DATE:

Closing Time: 2:30 P.M.
Closing Date: October 3, 2022

BUYER:

ClaudDina Longoria, Senior Buyer
Phone: 956-289-2311, Ext.2135
Fax: 956-383-7687
Email: d.longoria@ecisd.us

DELIVER BIDS TO:

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


Purchasing Director


Date

DATE WEBBED: September 13, 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.

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

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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.

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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). 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

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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 23-11, STOP LOSS 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 23-11, STOP LOSS 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

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 23-11, STOP LOSS 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: 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

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 80th 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 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person 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 7th 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

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

- 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 30th 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,
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

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 _____ - _____
Vendor Contact Information:		
Name: _____	Title: _____	Phone: _____ Fax: _____
Vendor Type – Select only one of the following boxes:		
<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) _____		
Order Address: Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____	Payment Remittance Address: <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____	
Banking Information:		
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"/>	Email for Direct Deposit Notification: _____	
Bank Name: _____	ABA Routing Number: _____	
Bank Address: _____	Account Number: _____	
City: _____ State: _____ Zip Code: _____	Phone: _____ Fax: _____	
W-9 Certification 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. Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. Signature: _____ Date: _____ Print Name/Title: _____	Direct Deposit Authorization and Agreement 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: ECISDinvoice@ecisd.us , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
Finance Office Use Only: Updated Record on: _____ Updated by: _____ Bank Code: _____ Vendor #: _____		

SPECIAL TERMS & CONDITIONS

1. **INTENTION:** It is the intention of the Board of Trustees of the Edinburg Consolidated Independent School District to receive proposals from interested vendors to select vendor(s) offering the best value for **STOP LOSS INSURANCE**. ECISD currently has in place a \$350,000 Specific Deductible and a \$165,000 Aggregate Deductible.
2. **CONTACT:** Please call ClauDina Longoria at 956-289-2311, ext. 2135 or e-mail to d.longoria@ecisd.us if you have any questions regarding this bid.
3. **CONTRACT SERVICE PERIOD:** The initial contract period is January 1, 2023 through December 31, 2023.
4. **RENEWAL CLAUSE:** This contract may be renewed for an additional four (4) year TERM CONTRACT PERIODS, renewed annually, if the vendor and the Edinburg CISD agree and no increases in cost are incurred except for the growth of the district.
5. **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.
6. **PAYMENT INFORMATION:** Payments will be made on the District's regular payment schedule.
7. **TERMS:** Net 30 unless otherwise noted as an exception.
8. **ADDENDUMS:** It will be the vendor's responsibility to check the Purchasing Website for any addendums or additional information. ECISD website is www.ecisd.us. Click on Departments, then Purchasing. Once at the Purchasing site, locate the calendar list in middle and click on title of the solicitation. If you do not see it on the list, click the month button on top and you will see complete month with all solicitations the District is currently seeking out. Any questions, please contact the Purchasing office and we will assist you.
9. **DELIVERY INFORMATION:** The successful bidders will be given reasonable length of time for delivery, however, purchase orders over thirty (30) days old are considered unreasonable. The Edinburg CISD reserves the right to review the bidder's delivery performance and to re-award to the next lowest vendor, if delivery is unsatisfactory.
10. **FORMS TO BE FILLED OUT:** The following forms **MUST** be filled out and **SIGNED/DATED**:
 - a. Conflict of Interest (If it does not apply, put N/A and **sign/date**).
 - b. Certificate of Interest Parties-Form 1295 (Does not need to be notarized, however, the bottom part **MUST** be filled out and **signed/dated**).
 - c. Edinburg Consolidated Independent School District Substitute W-9 and District Deposit Authorization Form (**Fill out and sign**)

BACKGROUND INFORMATION

- A. **Organization:** Edinburg Consolidated Independent School District is located in Rio Grande Valley. Edinburg is the county seat of Hidalgo, the seventh largest county in Texas. Edinburg Consolidated Independent School District has approximately 34,000 + students and is continuing to grow at a rate of approximately 1-2% annually.
- B. **Background: The DISTRICT has been self-funded for approximately 18+ years. BlueCross BlueShield is the DISTRICT's Claims Administrator for Medical and RX.**
- C. **Current Coverage:** Currently, the DISTRICT offers one self-funded medical plan, each plan includes RX benefits. Contracts and Census Information will be provided under separate attachments.
- D. **Goals and Objectives:** Edinburg Consolidated Independent School District wishes to investigate all health care alternatives that will deliver long-term solutions to the continuing, rising cost of medical care. Edinburg Consolidated Independent School District appreciates the flexibility available in plan design through self-funding arrangements.

SPECIAL TERMS AND CONDITIONS

- A. **Funding:** Any contract awarded pursuant to this RFP shall be contingent upon the sufficient funding and authority being made available in each fiscal period by the appropriate authority. If sufficient funding or authority is not made available, the contract shall become null and void.
- B. **Non-Appropriation of Funds Clause:** Renewal of contracts (if appropriate) will be in accordance with Local government Code 271.903 concerning non-appropriations of funds for multi-year contracts. The Edinburg Consolidated Independent School District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.
- C. **Assignment Delegation:** No right or interest in the 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 void and ineffective for all purposes unless made in conformity with this paragraph.
- D. **Evaluation of Offers:** Edinburg Consolidated Independent School District hereinafter referred to as the "DISTRICT" is not required to accept the lowest offer. In such purchasing, the lowest offer may be rejected if the DISTRICT, in the exercise of its best judgment, feels that the offer of one rather than the low offerer will best serve the interest of the DISTRICT. In addition, the DISTRICT reserves the right to reject all offers.

Please note carefully: In quoting, please complete the RFP in the excel format provided. Additional information may be attached however in order to be considered, all fields in the excel spreadsheets must be completed.

Also, the DISTRICT reserves the right to accept or reject any or all offers by item or in entirety and to waive all formalities or irregularities. This inquiry implies no obligation on the part of the Buyer, nor does the Buyer's silence imply any acceptance or rejection of any offer.

E. **Independent Contractor.**

- (1) The relationship between the DISTRICT and Vendor shall be that of an independent contractor. It is agreed that Vendor and Vendor's personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the DISTRICT.

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- (2) Vendor understands and agrees that the DISTRICT:
 - a. will not withhold on behalf of Vendor any sums for income tax, unemployment insurance, social security, or any other withholding;
 - b. will not give to Vendor any of the benefits given to employees of Authority.
- F. **Professional Judgment.** Vendor and its personnel shall exercise its own professional judgment in the performance of services to the persons served.
- G. **DISTRICT Approval of Vendor Personnel.** Vendor agrees not to subcontract or assign any services without prior approval of the DISTRICT. Any sub-contractors or employees of the Vendor are the direct responsibility of Vendor.
- H. **Representations.**
 - (1) Vendor agrees that it shall comply with all applicable policies of the DISTRICT, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this agreement.
 - (2) Vendor agrees to disclose any ownership interest that the prospective administrator has in an insurance company, group hospital service corporation, health maintenance organization, or other provider of health care indemnity.
 - (3) Vendor agrees to disclose any commission(s) or other benefit(s) that the prospective administrator will receive for purchasing services or coverage(s).
 - (4) Vendor represents and warrants that its employees or personnel are not currently employees of the DISTRICT.
- I. **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 anything monetary value, 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, amending, or making of 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 remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- J. **Receipts and Records.** Vendor agrees to provide the DISTRICT upon request with original receipts for the purchases of all goods and services involving the use of the DISTRICT funds as well as other financial and supporting documents and statistical records.
- K. **Disclosure.** Vendor agrees to disclose to the DISTRICT if it or any of its sub-contractors or employees rendering services to an individual pursuant to this agreement is currently barred from the award of a federal or state contract, or if such occurs anytime during the term of this agreement.
- L. **Immigration Reform and Control Act.** Vendor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
- M. **Compliance with Americans with Disability Act (ADA):** Vendor shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal response, vendor acknowledges intention to conform to the requirements of the ADA. Failure to comply with ADA constitutes good cause for Edinburg Consolidated Independent School District to suspend a contract with any successful vendor.
- N. **Notification of Criminal History of Contractor:**
 - (1) 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.

- (2) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.
 - (3) This section does not apply to a publicly held corporation.
- O. **Vendor's Governing Body.** Vendor agrees to provide DISTRICT with a list of the members of Vendor's governing body, if applicable.
- P. **Confidentiality of Records of Individuals Served by this Agreement.**
- (1) Vendor agrees to keep all protected health information of employees confidential in accordance with all applicable state and federal laws, statutes, and regulations protecting the confidentiality of such information.
 - (2) Vendor agrees to institute appropriate procedures for safeguarding protected health information of employees. The term "protected health information" includes, but is not limited to, any information that identifies or could be used to identify an individual, whether oral or recorded in any form, that relates to: past, present, or future physical or mental health condition of the individual; the provision of health care to the individual; or the payment for the provision of health care to the individual. The term includes, but is not limited to: an individual's name, address, date of birth, or social security number; an individual's medical record or case number; a photograph or recording of an individual; statements made by an individual, either orally or in writing, while receiving or has received services from or through a component; direct identifiers of a relative, employer, or household member of the individual; and any information by which the identity of an individual can be determined either directly or by reference to other publicly available information.
- Q. **Access.** Pursuant to Health and Safety Code § 534.060, as amended, Vendor agrees to allow the DISTRICT, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under the control of the Vendor, as necessary, to enable the appropriate state authority or the DISTRICT to audit, monitor, and review all financial or programmatic activities in services associated with this agreement.
- R. **Retention of Records.** Vendor agrees to retain all records pertinent to the Agreement for a period of six (6) years.
- S. **Staff and Facilities.** The DISTRICT agrees to allow Vendor the use of its staff and facilities necessary for carrying out the services provided by the Vendor.
- T. **Contract Monitoring.** The DISTRICT is responsible for routine monitoring of this Agreement to ensure the Vendor complies with the terms of this Agreement and to ensure that outcomes are appropriately managed.
- U. **Franchise Tax.** If Vendor is a corporation and becomes delinquent in the payment of its Texas Franchise Tax, then payments to the Vendor due under this Agreement may be withheld until such delinquency is remedied.
- V. **Insurance.** Vendor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, policies of general and professional liability insurance coverage in order to insure Vendor against any claim for damages arising in connection with Vendor's responsibilities or the responsibilities of Vendor's personnel under this Agreement.
- W. **Indemnification.** Vendor hereby agrees to the extent permitted under the laws of the State of Texas to indemnify and hold harmless the DISTRICT, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and cost related to the investigation of any

such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance or the negligent performance of

Vendor's obligations under this Agreement, whether by the Vendor, its directors, officers, employees, or agents.

- X. **Immediate Termination.** The DISTRICT may terminate this Agreement immediately if (1) DISTRICT does not receive the funding to pay for designated services under this Agreement from the appropriate authority; (2) Vendor has become ineligible to receive DISTRICT funds; (3) Vendor or its employees has its Texas License or Certification suspended or revoked; (4) Upon breach of any laws, rules and regulations; (5) failure to perform as per terms of the Request for Proposal and as per negotiated terms and conditions.
- Y. **Termination Upon Default.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein.
- Z. **Termination without Cause.** This Agreement may be terminated by either party, without cause, after sixty (60) days written notice to the other party.
- AA. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.
- BB. **Dispute Resolution.** In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process or as required by the appropriate state authority.
- CC. **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.
- DD. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
- EE. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the DISTRICT and Vendor.
- FF. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
- GG. **Additional Requirements.** If Vendor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans and compliance results in a material change in Vendor's rights or obligations under the Agreement or places a significant financial burden on the Vendor, the Vendor may, upon giving 60days notice of such intention, be entitled to re-negotiate the agreement.
- HH. **Governing Law and Venue.** This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Edinburg, Texas. Hidalgo, Texas.

RFP 23-11, STOP LOSS INSURANCE

- II. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested. The notice shall be effective on the date of delivery indicated on the return receipt.
- JJ. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

PROPOSAL INSTRUCTIONS AND REQUIREMENTS

- A. **Services Requested.** The DISTRICT is requesting sealed proposals for Stop Loss Insurance. The proposing Insurance Company and/or Third Party Administrator is requested to include with their proposal the completed documents.

Contract periods(s): Proposers are encouraged to propose multi-year rate guarantees for professional services and premiums. It is the intention of the District to remain in the awarded program for a period of at least three years. Therefore a three-year rate guarantee will be given favorable consideration. If a three-year rate guarantee cannot be provided, the proposer shall indicate the maximum guaranteed rate increases which may be anticipated and the basis on which the increases will be determined. The renewal of the contracts by the District will be based upon quality of care, services rendered and renewal rates. In the event the District has neither renewed this contract nor secured alternative plans or services from another provider, on or before the initial termination date, this proposal as approved and awarded by the District shall continue upon mutual agreement on a month-to-month basis.

The initial contract period is January 1, 2023 through December 31, 2023.

Contract Extensions: There will be an option to renew for an additional four (4) year TERM CONTRACT, renewed annually. In no instance shall this be considered automatic.

The extension of this contract is contingent on the appropriation of necessary funds by the DISTRICT for the fiscal year in question. Upon failure of the DISTRICT to so appropriate in any year, the third party administrator / carrier may elect to terminate this agreement, with no additional liability to the DISTRICT. The DISTRICT and the Third Party Administrator / Carrier agree that termination will be the third party administrator's / carriers sole remedy under this circumstance.

The DISTRICT is seeking proposals for a one (1) year period with an option to renew for four (4) additional one (1) year terms. Rates for the initial year term are to be guaranteed and the rates for the subsequent years will be negotiated and must be acceptable to and agreed upon by both the DISTRICT and the insurance carrier and/or third-party administrator. If the DISTRICT determines the rates are not acceptable, the DISTRICT reserves the right to terminate the contract at any annual anniversary.

All companies submitting proposals must be licensed by the State of Texas and be permitted to contract with the State or any of its subdivisions. Furthermore, the company must demonstrate a level of good performance with public entities. Companies submitting proposals must be an organization that has demonstrated the ability to deliver cost effective service and efficient loss control and claim processing. All submission forms and questionnaires must be answered in full and included in the proposal. Failure to do so could result in the disqualification of the proposal. Disclosure of litigation history for the past 5 years is required by proposing company.

All Insurance companies submitting a proposal shall have a minimum A.M. Best Rating of A and a financial rating class V or better and have 10 years or more experience the market.

Desired Coverage: This RFP solicits proposals that incorporate the enforce coverage amounts.

- B. Evaluation Criteria:** Proposals should be “best and final” and the proposer should not assume there will be another opportunity to re-quote their rates. The Edinburg Consolidated Independent School District reserve the right to negotiate final benefit designs and resulting rate changes with the finalist(s). The content of your proposals and responses to the illustrations and questionnaires will be weighted in the evaluation process Edinburg Consolidated Independent School District’s highest priority is to secure the best possible program for employees while balancing the financial concerns of the School Board.

IT IS UNDERSTOOD THAT the DISTRICT reserves the right to accept or reject any and/or all proposals as it shall deem to be in the interest of the DISTRICT. Receipt of any proposal shall, under no circumstances, obligate the DISTRICT to accept the lowest proposal. The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other criteria as set forth in this Request for Proposal.

The award shall be based on, but not necessarily limited to the following evaluation factors and can change at the discretion of the District.

- 20% - Qualification/Experience
- 40% - Total Proposed Price
- 20% - Support/Services
- 20% - Any other relative factor the District deems necessary

In determining to whom to award a contract, the DISTRICT may also consider:

- (1) the purchase price;
 - (2) the reputation of the vendor and of the vendor’s goods and services;
 - (3) the quality of the vendor’s goods and / or services;
 - (4) the extent to which the goods and / or services meet the DISTRICT’s needs;
 - (5) the vendor’s past relationship with the DISTRICT;
 - (6) the total long-term cost to the DISTRICT to acquire the vendor’s goods and services;
 - (7) the vendor’s contract terms and policy conditions;
 - (8) the competitiveness of proposal questionnaires;
 - (9) the financial condition and operation strength; and
 - (10) any other relevant factor that a private business entity would consider in selecting a vendor.
- Other important evaluation items include:

- (11) Compatibility with Edinburg Consolidated Independent School District Personnel and Finance Department Systems.
- (12) References of other area public entity clients.

- C. Submission of Proposals:** Proposals will be received and acknowledged at the location, date and time stated below. Proposals shall be received and acknowledged only and kept confidential during the negotiations / evaluation process so as to avoid disclosure of the contents to competing Proposers. Subject to the requirements of the Texas Open Records Act, if a company believes that a proposal is, or parts of a proposal are confidential, then the company must so specify. The company must identify in bold letters the term “Confidential / Trade Secrets” information contained in the proposal. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

The DISTRICT also reserves the right to waive any informalities or irregularities in any proposal and to reject any or all quotations.

Three (3) copies of all proposal documents and (2) CD ROMs or Flash Drives will all information that is included in the printed document shall be sealed and submitted to the address listed below.

**Amaro Tijerina, Director of Purchasing
Edinburg Consolidated Independent School District
Office of the Purchasing Coordinator
411 N 8th Avenue, 2nd Floor
Edinburg, TX 78540**

Proposal Deadline. Proposals must be received by Monday, **October 3, 2022 by 2:30 pm** at which time the proposals will be opened and recorded as received. **Mark the envelope clearly with your company name and “RFP 23-11, Stop Loss Insurance”.** Proposals received after the submission deadline shall be returned unopened and will not be considered. Any request for additional information or clarification of data should be referred to ECISD Insurance Manager, Dustin Garza for **Edinburg Consolidated Independent School District, dustin.garza@ecisd.us.**

Proposers may not withdraw their proposals for a period of sixty days (60) after the closing time for submission of proposals. **Proposals that are faxed or sent via email WILL NOT be accepted.**

- A. **Agent Commissions:** The DISTRICT requests all proposals on a direct basis from the Vendor's. All Proposals are to be submitted **NET OF ANY AGENT/ BROKER FEES** or **COMMISSIONS.** **AN AGENT OF RECORD LETTER WILL NOT BE ISSUED.**
- B. **Addenda to the Request for Proposal.** Any additions, deletions, modifications or changes made to this RFP shall be processed through ECISD. If addenda are issued to this RFP, a good faith attempt will be made to deliver them to all prospective Companies. However, prior to submitting the proposal, it shall be the responsibility of each Company to determine if addenda were issued and, if so, to obtain such addenda for the attachment to the Proposal.
- C. **Formalities and Requirements.** By submitting a response to the RFP the vendor agrees to abide by the terms and conditions cited in the RFP. Deviations from the requested services or benefits must be explained. Any forms provided with the proposal shall be used in completing this proposal. The DISTRICT will not be responsible for missing, lost or late mail.
- Enrollment of the group must be on a no loss / no gain basis. Actively – at – work requirements must be waived. No participant can lose coverage as a result of a change in companies. The DISTRICT, to the extent known, will provide full disclosure of not actively – at - work individuals. Credit must be given for all waiting periods, deductibles and out-of-pocket limits already satisfied under the current plan.
- D. **Firmness of Proposal:** Proposals shall be firm and effective until the effective date of the plan. Rejection or withdrawal after an offer is accepted shall constitute a breach of contract. Premium rates proposed shall be firm and not subject to change based upon enrollment in the Group Plan.
- E. **Award of the Contract:** Recommendation for award will be made to the School Board for an award of contract(s). All contracts and agreements between vendors and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1994 by American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference Uniform Commercial Code, Fourteenth Edition, 1995 Official Text.

Proposals will be opened so as to avoid disclosure of contents to competing proposers and kept secret during the process of negotiation. All Proposals that are submitted will be available and open for public inspection after the contract is awarded EXCEPT for trade secrets and confidential information contained in the proposals and clearly identified as such.

Subject to the requirements of the Texas Open Records Act, if a company believes that a proposal is, or parts of a proposal are confidential, then the company must clearly specify. The company must stamp in bold letters the term “CONFIDENTIAL” on that part of the proposal, which the company believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

RFP 23-11, STOP LOSS INSURANCE

- F. **Cancellation Clause:** The District reserves the right to terminate contract with or without cause upon sixty (60) days' written notice. In the event of such termination, it is understood and agreed that only the amount due to the vendor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this contract.
- G. **Anticipated Timeline for RFP Proposals:**

The anticipated tentative timeline for the process is as follows:

Advertise and release RFP	September 13 & 20, 2022
RFP due date 2:30 pm	October 3, 2022
Evaluate responses and provide initial analysis of findings. Select finalists.	October 4-7, 2022
Award of contract (Tentative)	October 11, 2022
Employee open enrollment	September 12, 2022 – October 26, 2022
Effective date	January 1, 2023

- H. **Proposal Period:** Proposers are encouraged to propose multi-year rate guarantees. As previously stated, it is the intention of the DISTRICT to remain in the awarded program for a period of at least three years subject to all terms and conditions of the RFP. The renewal of the contracts by the DISTRICT will be based upon quality of care, services rendered, renewal rates and other criteria as outlined in this Request for Proposal.
- I. **Non-Warranty of Proposals.** Due care and diligence has been exercised in the preparation of the RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the DISTRICT nor its representatives shall be responsible for any errors or omissions in this RFP.
- J. **Other Conditions:** The District shall be given reasonable rights to perform audits by the District's own personnel and/or an outside firm of consultants / auditors, in order to investigate the District's claims administration and services, and evaluate performance of the company. The company agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards.

The District requires a commitment and agreement by the company to hold meetings to discuss any additional future commitments and improvements that may be required.

The company shall not collude in any manner, or engage in any practice or activity, with any other organization or entity, which may restrict or eliminate competition and thereby result in the best proposal not being submitted to the District. Violation of these instructions will cause the proposal to be rejected by the District. (This does not preclude joint venture or subcontractors, which are legal and customary in the industry practice.)

If selected, the company shall furnish copies of documents that allow the company to conduct business in the State of Texas, prior to the awarding of the contract.

It shall be the responsibility of the providers to defend at provider's cost and expense, any and all claims and actions which may be filed for failure to pay benefits under the plan(s) offered.

Only one quotation per insurance company will be accepted. Edinburg Consolidated Independent School District reserves the right to reject any and all proposals, accept any proposal or portion of proposals that are considered advantageous to the District and waive any formalities in the Request for Proposal process. Unsolicited proposals for coverage's not *specifically* requested in this RFP will be disqualified. Proposals received by Edinburg Consolidated Independent School District that do not comply with this specific RFP will not be considered.

FORMS TO BE RETURNED

- Bid Costs and Fees Spreadsheet**
- Bid Certification form**
- Felony Conviction Notification form**
- Client Reference List**

Appendix A - Checklist

(Please return with your proposal)

Name of Submitting Firm: _____

Please check

- _____ General Vendor Information Stop Loss Questionnaire
- _____ Litigation for past 5 years
- _____ Sample Reports
- _____ Insurance Certificates
- _____ Company's Recent Audited Financial Statement
- _____ Errors & Omissions

Bid Certification and Declaration of Compliance

The undersigned, as Proposing Insurance Company and / or Third Party Administrator does hereby declare that they have read the specifications for Edinburg Consolidated Independent School District Request for Stop Loss Insurance, and with full knowledge of the requirements, does hereby agree to furnish all services and afford all provisions of coverage in full accordance with the specifications and requirements.

The proposer affirms that to the best of their knowledge, the proposal has been arrived at independently and is submitted without collusion to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other proposers in the award of this insurance.

Company: _____

Address: _____

City, State, Zip: _____

Signature of Authorized Agent: _____

Typed Name: _____

Title: _____

PLEASE CONTACT ECISD Insurance Manager, Dustin Garza

FOR ANY ADDITIONAL INFORMATION. dustin.garza@ecisd.us

**Individual Stop Loss Insurance (ISL)
Aggregate Stop Loss Insurance (ASL)
RFP Submission Form**

QUESTIONS:

1) Describe organization submitting this proposal:

- a) Insurance Company Name: _____
- b) Address: _____
- c) Contact Person: _____
- d) Telephone Number: _____ Fax Number: _____
- e) Year Founded (Insurance Company): _____
- f) Managing Underwriter's Name: _____
- g) Year Founded (Managing Underwriter): _____
- h) Number of Years for Representing Insurance Company: _____
- i) What percentage of overall business is Health related? _____

2) Describe Financial Stability of Insurance Company.

a)	Financial Rating	Current	Prior Year	Prior 2 Years
	<u>Service</u>	<u>Rating</u>	<u>Rating</u>	<u>Rating</u>
	A.M. Best			
	Moody's Standard & Poors			
	Duff & Phelps			

b) Is Insurance Company authorized to do business in Texas? ___Yes___No

3) Provide five (5) Texas client references (preferably school districts):

Name of Client	Contact Person	Telephone Number	Number of Employees

IF STOP LOSS INSURANCE IS BEING SUBMITTED BY MANAGING UNDERWRITING GROUP OR OTHER BUSINESS ENTITY ACTING AS AGENT OR REPRESENTATIVE FOR ANY INSURANCE COMPANY, PLEASE ANSWER QUESTIONS (4) THROUGH (8).

4) Describe the business entity submitting the proposal:

- a) Name of Business Entity: _____
- b) Current Business Address: _____
- c) Mailing Address: _____
- d) Contact Person: _____
- e) Telephone Number: _____
- f) Type of Business Entity: (check one) Corporation; General Partnership;
 Registered Limited Liability Partnership; Limited Liability Company
 Sole Proprietorship

5) Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding 5 years? Yes No

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition.

b) Does the business entity have any claims filed against it which are unresolved and presently pending before any state of Texas Administrative agency? Yes No

If yes, please provide a full description of the matter.

6) Financial Information.

a) Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding 7 years? Yes No

If Yes, provide the name of court and the case number. _____

b) Has any owner, member, or partner of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding 7 years? ___Yes ___No

If Yes, provide the name of the individual(s), name of court and the case number:

7) If an MGU, do you handle claims in-house? If not, who handles them? ___Yes ___No

8) If an MGU, are there additional Insurance Carriers accepting layers of risk? Please disclose the Names, Addresses and Phone Numbers of those carriers and the percentage of risk taken.

9) Describe ISL and ASL claim payment:

a) Where will claims be paid?

b) What is the definition of "paid claim" to be eligible for reimbursement?

c) What is normal processing time for ISL claim?

d) What is normal processing time for ASL claim?

e) What are eligible expenses related to investigation of claim (e.g. hospital audit, medical records, etc.)

f) If the District has negotiated discounts with providers, will these discounts be accepted in lieu of doing a hospital audit? ___Yes ___NO

g) Describe documentation needed for ISL claim reimbursement?

h) What is the maximum Specific & Aggregate payout limit?

i) What is the maximum time you allow for submission of Stop Loss payments by a TPA?

10) Describe Renewal Underwriting:

a) Will any claimants be excluded or assigned a higher deductible at time of renewal?
___Yes ___No

If so, please describe: _____

b) Will renewal rates be provided to District 90 days prior to renewal date?
___Yes ___No

RFP 23-11, STOP LOSS INSURANCE

11) What trend factors have you used in your proposal?

	Utilization	Inflation	Total
Health	_____	_____	_____
RX	_____	_____	_____

12) How do you calculate trend adjustments – mid-point or effective date?

13) Please provide a copy of the Stop Loss Carrier’s Quotation Document using 1,000,000 annual maximum.

14) Please provide a Specimen Stop Loss Contract.

15) Does your stop loss insurance contract have any exclusions or limitations that are more restrictive than those used in the District’s booklet?

If so, please describe: _____

16) Are the active-at-work and disables dependent provisions waived for the effective date of the contract: ___Yes ___No

17) Describe transplant coverage procedures (including network): _____

18) Please state any variations to the RFP Assumptions or other qualifications for your quote:

19) How recent must claims experience be in order to provide final terms?

20) For what period of time are quoted rates guaranteed?

21) Is a longer rate guarantee available? Yes No

If so please describe: _____

22) Do quoted rates include commission? Yes No

If so please describe: _____
