

Denison Independent School District

1201 S. Rusk Ave.
Denison, TX 75020

Request for Proposal (RFP)

RFP Number: 2132

TITLE: Student Accident Insurance

DUE DATE: May 4, 2021

PRIOR TO: 2:00 pm CST

Mail or deliver complete RFP package to:

Denison Independent School District
1201 S. Rusk Ave.
Denison, TX 75020

For additional information, please contact the person listed below. **All questions must be submitted in writing** by email and received on or April 26, 2021. **No verbal or faxed responses will be provided.** Please note that RFP results are **NOT** available by telephone.

Randy Reid, Assistant Superintendent
For Business Services
rreid@denisonisd.net

PROPOSER IDENTIFICATION (Please print information clearly)

Firm Name:	_____	Date:	_____
Address:	_____	Phone:	_____
City/St/Zip:	_____	Fax:	_____
		Email:	_____

You MUST sign the RFP Signature Sheet on page 12 in order for your RFP to be accepted.

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General Information

General Conditions

The Proposer is strongly encouraged to read the entire RFP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of the RFP.

- A. The Denison Independent School District (hereafter referred to as the “District”) is requesting proposals from qualified firms interested in providing complete marketing services, program administration, and claims services for Student Accident Insurance for athletes and students.
- B. All relationships between the proposing company and any company offering coverage must be revealed, as well as any commission payments or fees that will be paid to the Proposer as a result of this award as Attachment A to your proposal.
- C. Questions concerning this proposal including requests for additional information shall be submitted by email to rreid@denisonisd.net no later than Monday, April 26, 2021 (3:00 p.m. CST). The District will not respond to verbal or faxed inquiries.
- D. Proposals will be received until 2:00 p.m. on Tuesday, May 4, 2021, at the DISD Administration Building. The mailing address of this office is 1201 S. Rusk, Denison, Texas, 75020. The physical location of this office is 1201 S. Rusk Ave., Denison, Texas.
- E. Proposals must be plainly marked on the outside of the envelope: “SEALED PROPOSAL FOR STUDENT ACCIDENT INSURANCE.” The proposal submission shall include one (1) Original, one (1) Copy and one thumb drive clearly labeled and must be sealed in an envelope, box or container, clearly marked on the outside with **RFP 2132, Student Accident Insurance**.
- F. The District reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of the District. The District may negotiate with proposers as deemed advisable or necessary.
- G. **The term of this contract**, upon governing body approval, shall be for a period of one (1) year beginning August 1, 2021 through July 31, 2022 with an option to renew each year with mutual consent of both parties.

Prices shall be firm for the period of one year beginning August 1, 2021. After the initial one year period, any proposed price change(s) must be submitted in writing and signed by an authorized company representative **no later than** three (3) months prior to the expiration date to be considered. Within this three(3) month period, the District reserves the right to negotiate or reject any or all request for rate increases. Prices will remain firm during each renewal period.

If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended to the next District business day on which the office is open, unless the proposer is otherwise notified by the District. The time of day for submission shall remain the same.

- H. The District reserves the right to extend this solicitation at the end of any contract term for up to 60 days if determined to be in the best interest of the District to ensure the availability of products and/or services. All purchase orders dated and issued within these dates will be subjected to the terms and conditions of this RFP.
- I. During any fiscal year of this agreement the Board of Trustees fails to appropriate funds, the District will immediately notify the contractor and relieve them of their obligations under this agreement. Any/All extensions will be subject to the availability of funds, product quality, vendor performance, and the agreement of both parties to extend.
- J. Any restrictions, deviations or other modifications which alter or reduce coverage as specified in this RFP must be shown separately and explained in writing on the Deviation/Compliance Signature Form Failure to attach an explanation of deviations to this proposal will indicate your acceptance of the specifications as written.
- K. Proposers are required to submit specimen coverage documents, agreements, and/or contracts the district will be required to sign in order to purchase the coverage quoted as Attachment B to your proposal.
- L. Quote for other than UIL Athletic/catastrophic coverage, must provide direct payment of premium from the parent/employee – not the school district. The District’s involvement in voluntary student insurance plans will end once the brochures are distributed.**
- M. The District intends to award the proposal to one carrier who can provide all lines of coverage as a package.
 - (1) Athletic/UIL Coverage
 - (2) Voluntary Student Insurance
 - (3) Catastrophic Coverage
- N. Denison ISD reserves the right to negotiate price, service(s), products(s) identified by this request. Due to the nature and subject matter, the District may reserve the right to conduct interviews of one or more of the top ranked respondents as deemed necessary by the District.
- O. Quotations shall be based on the underwriting information furnished by the District on page 11 of this RFP. Loss data is believed to be correct but is not warranted.
- P. Vendors that do business with a school district are required to complete a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE is included in this proposal.
- Q. Proposals should not include state tax: Denison ISD is tax exempt.

- R. Both parties agree that venue for any litigation arising from this contract shall lie in Grayson County, Texas. This contract shall be governed by the laws of the State of Texas and the Uniform Commercial Code.
- S. No proposal will be considered which is not submitted on the attached "Bid Document" form signed by a proper official of the supplier and submitted in a sealed envelope. **No emailed, telephone, or faxed proposals will be accepted.**
- T. Bids must be received in the Purchasing Department office *before the hour and date specified*. **DO NOT FAX OR EMAIL YOUR BID!**

Minimum Qualifications

- A. Proposers responding to this RFP must be licensed and/or authorized to do business in Texas and have at least 5 years' experience writing student accident coverage in Texas. Proposer qualifications must be included as Attachment C to your proposal.
- B. Proposers must attach a brief biography describing the experience of the person assigned to handle this account as Attachment D to your proposal.
- C. Submit a summary of all student accident services available to the District, including but not limited to Loss Prevention Services and field trip coverage. Indicate charges for services that are in addition to the quoted contributions/premiums as Attachment E to your proposal.
- D. Proposers must have an Errors and Omissions policy with a minimum limit of \$1,000,000 per occurrence/annual aggregate as Attachment F to your proposal.
- E. Proposers must attach a list specifying all policy exclusions and limitations as Attachment G to your proposal.
- F. Self-funded programs or plans organized under the terms of the Interlocal Cooperation Act (Chapter 791, Title 7, Government Code) shall be accepted provided the program offers coverages that are equivalent to a fully insured program. The proposer's most recently audited financial statement must be included with the proposal as Attachment H to your proposal.



Coverage Specifications

General Specifications

1. For the 2021-2022 school year, Denison ISD will have five elementary schools, one intermediate school, one middle school, one high school and one alternative high school. The District's enrollment is estimated to be 4,800.
2. ELIGIBILITY DEFINITIONS:
 - a. CLASS I – UIL ATHLETIC: All student athletes (including power lifting), student managers, student trainers, student coaches and cheerleaders (including drill teams) taking part in the sponsored and supervised University Interscholastic League Athletic Programs of Denison ISD shall be insured.
 - b. CLASS II – AT SCHOOL: All students of Denison ISD while attending during normal class time and/or while taking part in its sponsored and supervised activities other than its University Interscholastic Athletic Programs shall be insured. This is voluntary coverage with premiums paid by the parent/guardian.
 - c. CLASS III – 24 HOUR: All students enrolled in Denison ISD shall be insured with premiums paid by the parent/guardian.
3. Loss History (past three years) See attached Exhibit I

Evaluation Criteria

- A. Final evaluation of this proposal will be based on the Texas Education Code 44.034 (b) per the General Conditions. Evaluation of pricing will be based on Unit Price value to be submitted on the “Pricing Sheet”.

EVALUATION CRITERIA	POINT VALUE
Purchase Price	40
Reputation of the vendor and vendor’s goods or services	20
Quality of the vendor’s goods or services	20
Extent to which the goods or services meet the district’s needs	20
Total Points	100

- B. The District intends to award the proposal to one carrier who can provide all lines of coverage as a package.
1. Athletic/UIIL Coverage
 2. Voluntary Student Insurance
 3. Catastrophic Coverage
- C. The District does not award contracts on pricing alone. The District reserves the right to award the contract to the proposer(s) who offer the best value and in the best interest of the district.
- D. The District reserves the right to be the sole judge as to the definition of “best value” and “best interest of the district.”
- E. If the District is unable to reach a contract agreement with the selected proposer, the District shall terminate further discussions and proceed to the next proposer in the order of the selection ranking until a contract agreement is reached or all proposals are rejected.
- F. The District will review submission and notify submitting Proposers of decisions made. The District may elect to interview one or more of those vendors submitting proposals. Proposers to be interviewed will be notified as to the date, time and place for the interview.

Proposal Response Forms

Company Information

Name of your company: _____

Phone Number: (Agent/Broker) _____

Address: _____

Phone No: _____ Fax No: _____

Email Address: _____

Primary business: _____

Type of company: _____ (corp., partnership, etc.):

Year started in business: _____

Number of years administering Student Accident Insurance in Texas: _____

Carrier: _____ Best Rating: _____

Part I: Premiums

	CLASS I UIL ATHLETIC	CLASS II AT SCHOOL	CLASS III 24 HOUR
K-6	_____	_____	_____
7 – 12	_____	_____	_____
Employees	_____	_____	_____
Catastrophic Coverage _____	Limits of Coverage: _____		

Part II: Limits

	<u>CLASS I</u> <u>UIL ATHLETIC</u>	<u>CLASS II</u> <u>AT SCHOOL</u>	<u>CLASS III</u> <u>24 HOUR</u>
Policy Limit Per Accident	_____	_____	_____
Optional Additional Limit	_____	_____	_____

Part III: Questions

	Yes	No	Amount of Coverage	Deductible
1. Hospital room & board – daily limit	_____	_____	_____	_____
2. Misc. hospital expense limit	_____	_____	_____	_____
3. Emergency room – maximum	_____	_____	_____	_____
4. Outpatient emergency room – maximum	_____	_____	_____	_____
5. Outpatient surgery – maximum	_____	_____	_____	_____
6. Operating room – maximum	_____	_____	_____	_____
7. Ambulance – maximum	_____	_____	_____	_____
8. Anesthesiologist – maximum	_____	_____	_____	_____
9. Imaging: no fracture – maximum	_____	_____	_____	_____
10. Imaging: fracture – maximum	_____	_____	_____	_____
11. Imaging: MRI	_____	_____	_____	_____
12. CAT Scan	_____	_____	_____	_____
13. Outpatient x-ray services	_____	_____	_____	_____
14. Home health care – maximum	_____	_____	_____	_____
15. Private duty nursing – maximum	_____	_____	_____	_____
16. Outpatient laboratory – maximum	_____	_____	_____	_____
17. Laboratory	_____	_____	_____	_____
18. Supplies	_____	_____	_____	_____
19. Braces (Including body)	_____	_____	_____	_____
20. Surgeon's fees – maximum	_____	_____	_____	_____
21. Assistant surgeons – maximum	_____	_____	_____	_____
22. Diagnostic surgery – maximum	_____	_____	_____	_____

23. Non-Surgical physician fee	_____	_____	_____	_____
24. Accident medical indemnity	_____	_____	_____	_____
25. Accidental death benefit	_____	_____	_____	_____
26. Loss of both hands, feet, or eyes	_____	_____	_____	_____
27. Loss of either hand, foot, or sight of either eye	_____	_____	_____	_____
28. Loss of thumb and index finger	_____	_____	_____	_____
29. Physical therapy – maximum	_____	_____	_____	_____
30. Dental expenses	_____	_____	_____	_____
31. Eyeglasses/hearing aids – maximum	_____	_____	_____	_____
32. Heat Exhaustion	_____	_____	_____	_____
33. Concussion	_____	_____	_____	_____
34. Outpatient prescription drugs – maximum	_____	_____	_____	_____
35. Injury by motor vehicle – maximum	_____	_____	_____	_____
36. Length of processing time per claim Days:	_____			
37. Claim reporting restrictions:	_____			
38. Characterize your reputation as a vendor:	_____			

39. Characterize the quality of your goods and services:	_____			

40. How will your goods and services best meet Denison ISD’s needs?	_____			

Exhibits

Exhibit I

3 1/2-Year Student Accident Loss History

<u>YEAR</u>	<u>PREMIUMS</u>	<u>CLAIMS PAID</u>
2017-2018	\$46,128	\$28,409.83
2018-2019	\$50,741	\$36,686.97
2019-2020	\$49,741	\$29,729.73
2020-2021	\$49,741	\$7,550.54 (as of Feb. 2021)

Exhibit II

To be considered for award of this solicitation, all pages requiring signature, plus any/all attachments, must be legible and completed with all requested information, signed and returned sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time. Required documents are:

Proposal Response Form
 Signature Sheet
 Conflict of Interest Questionnaire
 Criminal Background Check and Felony Conviction Notification
 Deviation / Compliance Signature Form
 SB9 – Criminal History Record Information
 Debarment or Suspension Certification Form
 Non-Collusion Statement
 Nonresident Bidder's Certification
 References
 Vendor Data Form
 W-9, Tax Payer Identification Number & Certification
 Valid Copy(s) of Certificates of Insurance
 Attachment A - Relationships between the proposing company and any company offering coverage
 Attachment B - Specimen coverage documents, agreements, and/or contracts
 Attachment C – Proposer Qualification
 Attachment D – Biography
 Attachment E – Available Student Accident Services
 Attachment F – Errors and Omissions
 Attachment G – Policy Exclusions and Limitations
 Attachment H – Most recently audited Financial Statement

SIGNATURE SHEET

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

Having reviewed the specifications, we have complied with all requirements and conditions except as noted on proposal response forms in the section labeled "Deviations."

We, the undersigned, have read and fully understand the specifications and conditions relating to this document.

SUBMITTED BY:

FIRM: _____
(OFFICIAL FIRM NAME)

***MUST BE SIGNED IN INK TO BE
CONSIDERED RESPONSIVE***

BY: _____
(Original Signature)

Name: _____
(Typed or Printed Name)

Title: _____
(Typed or Printed Title)

(Date)

Address: _____

City/State/Zip: _____

Phone #: _____

Fax #: _____

Email: _____

Taxpayer Identification #: _____

(NOTE: Submit copy of Proposer's current W-9 Form)

I hereby acknowledge receipt of the following addenda (*if applicable*) which have been issued and incorporated into the RFP Document. (Please initial in ink beside each addenda received.)

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

CRIMINAL BACKGROUND CHECK

Bidder/Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Bidder/Proposer certifies to the Denison ISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Bidder/Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Denison ISD's property or other location where students are regularly present. Denison ISD shall be the final decider of what constitutes a "location where students are regularly present." Bidder/Proposer's violation of this section shall constitute a substantial failure.

If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

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 owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

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

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

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

Firm Name: _____

Name of Authorized Company Official: _____
(Typed or clearly printed)

My firm is a publicly-held corporation; therefore this reporting requirement is not applicable:

Signature of Company Official: _____ Date: _____

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

Signature of Company Official: _____ Date: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

NOTE: Name and signature of company official should be the same as on the Non-Collusion Statement

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Denison ISD pursuant to this RFP on any and all Denison ISD campuses or facilities. Vendor will not assign individuals to provide services at a Denison ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Denison ISD Risk Management Department.

DEVIATION/COMPLIANCE SIGNATURE FORM

Company Name:			
Address:			
City/State/Zip:			
Phone Number:		Fax #:	
Email:			

If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFP award decisions, and the District reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this RFP document.

- ☐ No Deviation
- ☐ Yes Deviations

<i>Signature of Proposer</i>		<i>Date Signed</i>

If yes is checked, please list below. Attach additional sheet(s) if needed.

THIS COMPLETED FORM MUST BE RETURNED WITH BID PROPOSAL.
Model SB 9 Contractor Certification Form
Criminal History Record Information Review of Certain Contract Employees

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a contractor (to include any subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Name of Contractor"), I

First Name: _____ Last Name: _____

Address: _____ City: _____ State: _____

Zip: _____ Telephone: _____ Fax: _____ Email: _____

Certify that [check one]:

☐ None of Contractor's employees are *covered employees*, as defined above.

Or

☐ Some or all of the Contractor's employee are *covered employees*. If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.

Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

Signature

Date

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, you (the Vendor):

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency under the Federal OMB, A-102, common rule.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Authorized Company Official's Name: _____
(Typed or printed)

Title of Authorized Representative: _____
(Typed or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

NON-COLLUSION STATEMENT

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of the RFP.

Firm Name: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Fax #: _____

Name of Authorized Official: _____
(Typed or clearly printed)

Signature of Authorized Official: _____

Position / Title: _____ Date Signed: _____

Firm hereby assigns to purchaser any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

NONRESIDENT BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

- “Nonresident bidder” means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- “Texas resident bidder” means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state; or employs at least 500 persons in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in HB 620.

Signature: _____

Printed Name: _____

I certify that _____ is a

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

REFERENCES

Please provide two (2) current school districts serviced within the last three years and a contact name/phone number (Texas Districts of comparable size.) **DO NOT LIST DENISON ISD EMPLOYEES, FORMER OR CURRENT AS REFERENCES.**

1. Company Name _____
Address: _____
Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____
2. Company Name _____
Address: _____
Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____

Please provide two (2) former school districts serviced and a contact name/phone number (Texas Districts of comparable size.) **DO NOT LIST DENISON ISD EMPLOYEES, FORMER OR CURRENT AS REFERENCES.**

3. Company Name _____
Address: _____
Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____
4. Company Name _____
Address: _____
Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____

VENDOR DATA FORM

1. For Purchase Orders: ORDERING ADDRESS INFORMATION

Company Name: _____

dba Name: _____

Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Web address: _____

Indicate how your company would receive Purchase Orders from Denison ISD.

By Email: Yes _____ No _____ Email address: _____ By Fax: Yes _____ No _____ Fax: _____

By Mail: Yes No Address: _____

Representative Name: _____

Contact Number: _____ Email: _____

Purchasing Cooperatives: _____

2. For Payments: REMITTANCE ADDRESS INFORMATION

Company Name: _____

Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

3. For BID/PROPOSAL Notifications: ADDRESS INFORMATION

Company Name: _____

Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Please insert Required Documents here that are listed on page 11 and 12, if applicable, that are not included in this document.

- **W-9, Tax Payer Identification Number & Certification**
- **Valid copy(s) of Insurance Documents and Bonds**
- **HUB certification documentation (if applicable)**
- **Attachment A - Relationships between the proposing company and any company offering coverage**
- **Attachment B - Specimen coverage documents, agreements, and/or contracts**
- **Attachment C – Proposer Qualification**
- **Attachment D – Biography**
- **Attachment E – Available Student Accident Services**
- **Attachment F – Errors and Omissions**
- **Attachment G – Policy Exclusions and Limitations**
- **Attachment H – Most recently audited Financial Statement**

(This page does not need to be returned with packet)