**REQUEST FOR PROPOSAL**

***for***

**Excess Workers’ Compensation Insurance **

**Beaumont Independent School District**

**RFP # 23.17**

**DUE DATE: March 28, 2023 at 3:00pm**

|  |  |
| --- | --- |
| BISD-logo4 | B E A U M O N T Independent School District |
| Purchasing Department |
| Angela Fontenot  Senior Buyer |
| 3395 Harrison Avenue, Beaumont, TX 77706 (409) 617-5022 Fax (409) 617-5175 |

Dr. Shannon Allen

Superintendent of Schools

Legal Notice

Invitation for Bid

*03/08/2023*

Notice is hereby given that the following **RFP 23.17 – Excess Workers’ Compensation Insurance** will be accepted by Beaumont Independent School District on or before ***3/28/2023*** no later than ***3:00pm.*** Specifications for this project may be reviewed on our website bmtisd.com or picked up at the Beaumont ISD Administration Building Purchasing Department.

Only paper copies will be accepted. **Bids are to state the number and name of the project on the outside of the sealed envelope.** Bidders shall forward an original and one (1) copy of their bid to the address shown below. **Late bids will be rejected as non-responsive.** Bids will be publicly opened and read aloud at the time/date below. Bidders are invited to attend the sealed bid opening.

**Bid NO: *23.17***

**Bid Name: *Excess Workers’ Compensation Insurance***

**BID OPENING:**

**Conference Room A**

**Beaumont ISD Administration**

**3395 Harrison Avenue**

**Beaumont, Texas 77706**

**MAIL OR DELIVER TO**: **Beaumont Independent School District**

**Purchasing Department**

**3395 Harrison Avenue**

**Beaumont, Texas 77706**

Any questions regarding content or schedule for the RFP must be submitted by email to bids@bmtisd.com.

The Board of Trustees shall consider the proposal for award at the ***2023 April*** Board Meeting in the Administration Building, 3395 Harrison Avenue, Beaumont, Texas.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE PROPOSAL.**

Sincerely,

Angela Fontenot

Purchasing Department

Beaumont Independent School District

Published: Beaumont Enterprise ***3/8/2023*** and ***3/14/2023***

**Instructions to Bidders**

1. **Bid Submission**

Hard copy bid responses will be accepted at the address listed below until the time and date specified herein, and immediately after will be publicly opened and read aloud. One (1) original response and (1) copy response shall be submitted for a total of two (2) bid responses.

All bids shall be **plainly marked with the Request for Proposal number**, due date, and the bidder’s name and address.

Beaumont Independent School District

Senior Buyer

Angela Fontenot

3395 Harrison Avenue

Beaumont, TX 77706

**NOTE: THE BISD PURCHASING DEPARTMENT WILL NOT ACCEPT RESPONSIBILITY FOR BIDS THAT ARE INCORRECTLY ADDRESSED OR ARE HAND DELIVERED TO THE WRONG LOCATION.**

Late bids will not be accepted and will be returned unopened to the bidder as nonresponsive.

All bids submitted in response to this invitation shall become the property of Beaumont Independent School District Board of Trustees and will be a matter of public record available for review after the evaluation and board action.

1. **Preparation of Bids**

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be signed and shall include the complete address of the bidder.

Beaumont Independent School District is exempt from Federal and State Sales Taxes and such taxes shall not be included in bid prices.

1. **Changes and Addenda to Bid Documents**

### Each change or addendum issued in relation to this document will be mailed or emailed to the vendor and will be on file in the Office of the Purchasing Agent. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening.

**Vendors will be notified of additional information/addenda postings.** All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the Beaumont Independent School District Purchasing Agent.

***Bid tabulations and administrative recommendations are based on the information requested in the bid form. Vendors who do not use the bid form to provide all essential bid pricing information may be subject to disqualification.***

1. **Signatures**

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

1. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Beaumont Independent School District Board of Trustees reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

1. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Beaumont Independent School District Board of Trustees – price and other fac­tors considered. Unless otherwise specified in this document, Beaumont Independent School District Board of Trustees reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Beaumont Independent School District Board of Trustees. Any bidder who is in default to Beaumont Independent School District Board of Trustees at the time of submittal of the bid shall have that bid rejected. Beaumont Independent School District Board of Trustees reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Beaumont Independent School District Board of Trustees, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Beaumont Independent School District Board of Trustees shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, perform­ance data, and guarantees of materials and equipment. In addition, Beaumont Independent School District Board of Trustees may con­duct such investigation, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Beaumont Independent School District Board of Trustees reserves the right to award this contract on the basis of **best value** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards, and/or to reject any or all bids.

A response to this document is an offer to contract with Beaumont Independent School District Board of Trustees based upon the terms, conditions, and specifications contained in the document. Bids do not become contracts unless and until they are executed by Beaumont Independent School District Board of Trustees, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the document, unless any of the terms and conditions is modified by a project Amendment, a Con­tract Amendment, or by mutually agreed terms and conditions in the contract documents.

1. **Waiver of Subrogation**

Bidder and bidder’s insurance carrier waive any and all rights whatsoever with regard to subrogation against Beaumont Independent School District Board of Trustees as an indirect party to any suit arising out of personal or property damages resulting from bidder’s performance under this agreement.

1. **Fiscal Funding**

**Beaumont Independent School District Board of Trustees is operated and funded on a July 1 to June 30 fiscal year; accordingly, the Beaumont Independent School District reserves the right to terminate, without liability to the District, any contract for which funding is not available**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

1. **Bid Results**

Bid results are not provided in response to telephone inquiries. A final tabulation will be available following bid award and will be available for review in the Purchasing Department.

**This bid is subject to all legal requirements provided for in the Texas Education Code 21.901 and/or applicable state and federal statutes. Any bid after being opened becomes subject to the Open Records Act, Article 6252-17A VTCS.**

1. **Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Beaumont Independent School District’s applicable standard specifications, and any special specifica­tions outlined in the bid document. References to a particular trade name, manufac­turer’s catalogue, or model number are made for descriptive purposes to guide the bid­der in interpreting the requirements of Beaumont Independent School District, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bid­der, if awarded a contract, will be required to furnish the particular item referred to in the speci­fications or description unless departure or substitution is clearly noted and described in the bid. Beaumont Independent School District reserves the right to determine if equip­ment/ product being bid is an acceptable alternate. All goods shall be new unless other­wise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

1. **Delivery**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless other­wise stated by the bidder, prices bid will be considered as being based on F.O.B. deliv­ered, freight included. The school district shall reserve the right to refuse and request pickup and replacement of any and all materials found to be inferior to the specifications as required in this bid. VENDORS WHO CONSISTENTLY DELIVER INFERIOR GOODS AND/OR REFUSE TO PICK UP AND REPLACE INFERIOR GOODS WILL BE REMOVED FROM THE BIDDERS LIST AND NOT ALLOWED TO PARTICIPATE IN FUTURE BIDS.

1. **Currency**

Prices calculated by the bidder shall be stated in U.S. dollars.

1. **Non-Performance**

Continuing non-performance of the bidder in terms of specifications shall be a basis for termination of the contract bid. Cancellation by BISD may be made upon thirty (30) days written notice to the successful vendor. The district shall not pay for services, equipment or supplies which are unsatisfactory. Vendors will be given reasonable opportunity (30 calendar days) before termination, to correct deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

1. **Non-Participating Bidders**

Non-participating bidders may be eliminated from the bid list unless written notice is received by the district that such bidders wish to remain on the bid list for future bid mailings.

1. **References**

All vendors shall submit a list of at least three references for which vendor has provided like products or services. References will include contact name and telephone number. Bids submitted without three references may be disqualified from consideration.

1. Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.” Bidders will be required to submit a "Felony Conviction Notice" with their bids. (A copy is included with this bid.)
2. **Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of dis­crepancy in computing the amount of the bid, the unit price shall govern.

1. **Notice to Proceed/Purchase Order**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

1. **Definitions**

“District” – Beaumont Independent School District Beaumont, Texas.

“Contractor” – The bidder whose bid is accepted by Beaumont Independent School District Board of Trustees.

**General Terms and Conditions Of Bidding**

**and Terms Of Contract**

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications.

**1. Bid Submission**

**1.1 Bidding**

### All bids must be submitted on the bid form furnished in this package.

**1.2 Authorized Signatures**

### The bid must be executed personally by the vendor, duly authorized partner of the part­nership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

**1.3 Late Bids**

### Bids must be in the office of the Beaumont Independent School District Board of Trustees Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Bids Prior to Bid Opening**

### A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Beaumont Independent School District Board of Trustees reserves the right to withdraw a request for bids before the opening date.

**1.5 Withdrawal of Bids After Bid Opening**

### Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

**1.6 Bid Amounts**

### Bids shall show net prices, extensions where applicable and net total. In case of con­flict between unit price and extension, the unit price will govern. Any ambigu­ity in the bid as a result of omission, error, unintelligible or illegible wording shall be inter­preted in the favor of Beaumont Independent School District Board of Trustees.

**1.7 Exceptions and/or Substitutions**

### All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering sub­sti­tutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifi­cations and descriptive data must accom­pany same to permit thorough evalua­tion. The absence of stated exceptions and/or sub­stitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Beaumont Independent School District Board of Trustees rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or sub­stitution(s) deemed to be in the best interest of Beaumont Independent School District Board of Trustees.

**1.8 Alternates**

### The Invitation for Bid and/or specifications may expressly allow bidder to submit an alter­nate bid. Presence of such an offer shall not be considered an indication of non-respon­siveness.

**1.9 Descriptions**

### Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 Bid Alterations**

### Bids cannot be altered or amended after submission deadline. Any interline­ations, altera­tions, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 Tax Exempt Status**

### Beaumont Independent School District Board of Trustees is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 Bid Award**

### Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the rela­tive impor­tance of price. Beaumont Independent School District Board of Trustees reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Beaumont Independent School District Board of Trustees reserves the right to accept or reject in part or in whole any bid submitted, and to waive any tech­nicalities or informalities for the best interest of the Beaumont Independent School District. Beaumont Independent School District Board of Trustees reserves the right to award based upon individual line items, sections or total bid.

**1.13 General Bid Bond/Surety Requirements**

### Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.14 Responsiveness**

### A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, condi­tions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contract­ing authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a man­ner that the bid price cannot be deter­mined, such as with vague wording that may include “price in effect at the time of deliv­ery,” and c) bids made contingent upon award of other bids currently under considera­tion.

**1.15 Responsible Standing of Bidder**

### To be considered for award, bidder must at least: have the ability to obtain ade­quate financial resources, be able to comply with required or proposed deliv­ery/completion schedule, have a satisfactory record of performance; have a sat­isfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.16 Proprietary Data**

### Bidder may, by written request, indicate as confidential any portion(s) of a bid that con­tain proprietary information, including manufacturing and/or design proc­esses exclusive to the vendor. Beaumont Independent School District Board of Trustees will protect from public disclo­sure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

**1.17 Public Bid Opening**

### Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the Beaumont Independent School District. Following the bid evaluation, all bids submitted are available for public review.

**2. Performance**

**2.1 Compliance with Federal, State, Beaumont Independent School District, and Local Laws**

Bids must comply with all federal, state, Beaumont Independent School District and local laws.

**2.2 Evaluation**

### Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the Beaumont Independent School District. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Beaumont Independent School District Purchasing Department and recommendation to Beaumont Independent School District Board of Trustees. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Beaumont Independent School District Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify, or require information with regard to this bid.

(1) the purchase price;

(2) the reputation of the vendor and of the vendor's goods or services;

(3) the quality of the vendor's goods or services;

(4) the extent to which the goods or services meet the district's needs;

(5) the vendor's past relationship with the district;

(6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized

businesses

(7) the total long-term cost to the district to acquire the vendor's goods or services; and

(8) any other relevant factor specifically listed in the request for bids or proposals.

**2.3 Scoring**

The following criteria will be the base of the tabulation for this proposal

Price 40%

Vendor Qualifications 25%

Quality of Goods or Services 20%

Vendor’s Support Services 10%

Past Relationship with the District 5%

**3. Purchase Orders and Payment**

**3.1 Purchase Orders**

### A purchase order(s) shall be generated by the Beaumont Independent School Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices, and related communication. Payment will be made for all services rendered and accepted by the contract admin­istrator for which a valid invoice has been received.

**3.2 Invoices**

### a) All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. Each invoice shall contain detailed itemization of each charge for products or services. If an item pur­chased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as “N/C” to indi­cate that it is a non-contract item. This requirement is to assist the Beaumont Independent School District in verify­ing contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

E-mail to: invoices@bmtisd.com

Mail to:

Beaumont Independent School District

ATTN: Accounts Payable Department

P. O. Box 672

Beaumont, TX 77704

b) 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 remittance addresses.

c) Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.

d) Vendors that repeatedly fail to supply complete, accurate, and timely billing to the Accounts Payable office may be omitted from our vendor list.

**3.3 Prompt Payment**

### In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the Beaumont Independent School District of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the Beaumont Independent School District.

**Beaumont Independent School District will pay for the requested goods and/or services as promptly as possible, but in any event, no later than thirty (30) days after 1) receipt of goods; or 2) the day the service is complete; or 3) the day the district receives the invoice for the goods and/or services, whichever is later.**

**3.4 Force Majeure**

If either District or Contractor (individually, a “Party”) is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party’s control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

**4. Contract**

**4.1 Contract Definition**

### The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bid­ding Forms, Addenda, and any other documents made a part of this bid shall consti­tute the complete bid. This bid, when duly accepted by Beaumont Independent School District Board of Trustees, shall con­stitute a con­tract equally binding between the successful bidder and Beaumont Independent School District Board of Trustees.

**4.2 Contract Agreement**

### Once a contract is awarded, the prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award, unless otherwise specified, and continue with an option to renew for two (2) one-year periods, if mutually agreed to by Beaumont Independent School District Board of Trustees and Contractor, unless otherwise specified.

**4.3 Price Re-determination**

### A price re-determination may be considered by Beaumont Independent School District Board of Trustees only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer’s direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder’s past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Beaumont Independent School District Board of Trustees reserves the right to accept or reject any/all requests for price re-determina­tion as it deems to be in the best interest of the Beaumont Independent School District.

**4.4 Termination**

### Beaumont Independent School District Board of Trustees reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Beaumont Independent School District Board of Trustees may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Beaumont Independent School District Board of Trustees’ satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days’ written notice to either party unless otherwise specified. Beaumont Independent School District Board of Trustees reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Beaumont Independent School District Board of Trustees shall not be liable to prosecution for damages in the event that the Beaumont Independent School District declares the bidder in default.

**4.5 Conflict of Interest**

### Employees of the Beaumont Independent School District are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the Beaumont Independent School District without disclosure.

### When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.6 Multiple Contract Awards; Non-Exclusivity**

BISD reserves the right to award multiple contracts under the RFP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of BISD. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to BISD. During the Term of this Contract, BISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

**4.7 Injuries or Damages Resulting from Negligence**

### Successful vendor shall defend, indemnify and save harmless Beaumont Independent School District Board of Trustees and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or dam­ages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcon­tractor or supplier in the execu­tion of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Beaumont Independent School District Board of Trustees growing out of such injury or damages.

**4.8 Interest by Public Officials**

### No public official shall have interest in this contract, in accordance with Texas Local Gov­ernment Code.

**4.9 Uniform Commercial Code**

### The successful vendor and Beaumont Independent School District Board of Trustees agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.10 Venue**

### This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the Beaumont Independent School District of Beaumont, Texas.

**4.11 Sale, Assignment, or Transfer of Contract**

### The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Beaumont Independent School District Board of Trustees.

**4.12 Silence of Specifications**

### The apparent silence of these specifications as to any detailed description concern­ing any point, shall be regarded as meaning that only the best commer­cial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**4.13 Texas Education Code**

Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.” Bidders will be required to submit a "Felony Conviction Notice" with their bids. (A copy is included with this bid.)

**4.14 Utilization of Minority Business Enterprises**

It is the policy of the Beaumont Independent School District that minority business enterprises and concerns shall have opportunity to participate in the performance of BISD contracts. Supplier agrees to use his best efforts to carry out this policy in the award of his sub-contracts to the fullest extent consistent with his efficient performance of contract with BISD. As used herein, the term “minority business enterprise” means (a) business at least fifty-one (51%) percent of which is owned by minority members, or in the case of a corporation, at least fifty-one (51%) percent of issued stock of any class is owned by minority shareholders and (b) the daily management functions of the entity are the responsibility of one or more minority members. A “minority member” is defined to mean a person who is Black, Hispanic, Asian American, American Indian, Alaskan Native, a woman or handicapped.

**4.15 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 the view toward securing a contract or any determinations with respect to the performing of such a contract. In the event this contract is cancelled 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.

**4.16 Forms**

Bidders must complete all forms contained within this bid document at the time of their bid submission.

**Scope of Work**

**1.  General Information**

**1.1 Introduction**

1. The Beaumont Independent School District currently serves 16,799 students. The district employs approximately 2,600 full-time and 250 part-time employees and has an annual budget of approximately $172,301,012.
2. The district is currently governed by seven school board members.
3. The district consists of 37 locations. There are 16 elementary schools, 5 middle schools, 3 high school, 4 alternative education facilities, and 9 support facilities.

General Conditions

**1.2 General Conditions**

1. The Beaumont Independent School District (**hereafter referred to as *BISD or the district)*** is requesting proposals for Excess Workers Compensation Insurance.
2. All relationships between your company and any company offering coverage must be revealed, as well as any commission payments or fees that will be paid to the proposer as a result of this bid award.
3. Proposers are expected to examine the complete RFP document. Failure to do so will be at the proposer’s risk. Written questions about this RFP and requests for additional information may be mailed to Angela Fontenot, Senior Buyer, or Peggy Haynes, Senior Director of Auxiliary Services,3395 Harrison Ave., Beaumont, Texas 77706, or you may email your request to bids@bmtisd.com. The deadline for questions is Tuesday March 21, 2023.
4. Proposers must submit one original and one copy (two complete sets) of the proposal.
5. Proposals will be received until 3:00 PM on Tuesday March 28, 2023, at the BISD Purchasing Department. Proposals should be mailed to:

Beaumont Independent School District

Purchasing Department

3395 Harrison Ave.

Beaumont, Texas 77706

1. Proposals must be plainly marked on the outside of the envelope:

**“23.17 SEALED PROPOSAL FOR EXCESS WORKERS’ COMPENSATION INSURANCE.”**

1. The BISD 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 Beaumont ISD may negotiate with proposers as deemed advisable or necessary.
2. All proposals must be submitted on the **Proposal Forms** attached hereto, in accordance with all specified conditions. The contract will be for a one (1) year period, beginning on May 1, 2023 and ending April 30, 2023. It will be renewable for two successive one (1) year periods upon the same terms and conditions at the discretion of BISD, subject to funding and Board approval. The contract shall be reviewed prior to renewal and changes made by agreeing parties. Multiple year proposals may be offered as an additional option. See Coverage to Quote.
3. Any restrictions, deviations or other modifications which either restrict or broaden coverage must be shown separately and explained in writing. Failure to attach any modifications or deviations to the specifications of this proposal will indicate your acceptance of the specifications as written.
4. Proposers are required to submit specimen agreements/contracts that the BISD will be required to sign in order to participate in your program.
5. Due care and diligence have been used in the preparation of these specifications and the information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the proposer. The BISD and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the proposer to determine the full extent of the exposures.
6. Quotations shall be based on the underwriting information furnished by the BISD. Loss data is believed to be correct but is not warrantied. If inspections are required, contact Angela Fontenot and Peggy Haynes at [bids@bmtisd.com](mailto:bids@bmtisd.com)

Minimum Qualifications

**1.3 Minimum Qualifications**

1. Proposers responding to this RFP must be licensed and/or authorized to do business in Texas and have at least 5 years’ experience in writing Texas workers’ compensation coverage. Proposer qualifications must be included as an exhibit to the proposal.
2. Proposers must attach a brief biography describing the experience of the person assigned to handle this account.
3. Proposers must have an Errors and Omissions policy with a minimum limit of $1,000,000 per occurrence. **Proof of coverage must be attached to your proposal.**

Time Line for RFP

**1.4 Timeline for RFP**

RFP Release Date  March 8, 2023 and March 14, 2023

Deadline for Questions March 21, 2023

RFP Due Date March 28, 2023 3:00 PM CST

Board Approval Date April 20, 2023 (subject to change)

Insurance Coverage Begins May 1, 2023

Policies Delivered to Risk Manager June 1, 2023

**1.5 Scoring**

|  |  |
| --- | --- |
| **Category** | **Points Available** |
| **Price -** Premium price proposed | **40** |
| **Qualifications -** Experience in providing excess workers’ comp insurance to Texas school districts | **25** |
| **Quality of Good or Services -** Includes reference responses and program services | **20** |
| **Vendor’s Support Services -** Support staff dedicated to the district’s account. | **10** |
| **Past Relationship with the District -** The district’s overall past experience with the vendor | **5** |

**2.  Underwriting Information**

**2.1 Previous Companies**

1. Midwest Employers 2023-2022 Premium - $172,629

2. Midwest Employers 2022-2021 Premium - $172,629

3. Midwest Employers 2021-2020 Premium - $172,629

4. Midwest Employers 2020-2019 Premium - $172,629

5. Midwest Employers 2019-2018 Premium - $172,629

**Employee Count & Projected Payroll** by L

**2.2 Payroll Summary**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Payroll Information by Fund Year and Classification Code** | | | | | | |
| **Fund Year** | **Professional Code 8868** | **Bus Driver Code 7380** | **All Others Code 9101** | **Police Dept** | **Clerical Code 8810** | **Total Annual**  **Payroll** |
| 2023-2024  Projected | $93,127,293 | $1,912,119 | $7,300,288 | $1,797,621 | $6,466,156 | $110,603,477 |
| 2022-2023  Estimated | $93,622,283 | $0 | $10,861,299 | $1,873,563 | $5,640,094 | $111,997,239 |
| 2021-2022 | $99,637,045 | $2,627,014 | $6,289,805 | $230,895 | $8,353,838 | $117,038,597 |
| 2020-2021 | $93,622,283 | incl in 9101 | $10,861,299 | $1,873,563 | $5,640,094 | $111,997,239 |
| 2019-2020 | $92,932,285 | incl in 7720 | $12,053,838 | $1,847,965 | $5,475,184 | $112,309,272 |
| 2018-2019 | $90,080,903 | $3,737,002 | $7,344,283 | $1,502,747 | $4,787,745 | $107,452,680 |
| 2017-2018 | $89,638,575 | $3,856,447 | $9,281,625 | $1,391,810 | $5,496,209 | $109,664,666 |
| 2016-2017 | $89,638,575 | $3,856,447 | $9,281,625 | $1,391,810 | $5,496,209 | $109,664,666 |

**2.3 Employee Count by Location**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Location** | **Address** | **City** | **State** | **Zip** | **Full Time Employees** | **Part Time**  **Employees** | **Vacancies** |
|  | **HIGH SCHOOLS** | | | | | | |  |
| Beaumont Early College | 3410 Austin St | Beaumont | Texas | 77706 | 41 | 4 | 8 |  |
| Beaumont United | 3443 Fannett Rd | Beaumont | Texas | 77705 | 220 | 4 | 28 |  |
| West Brook | 8750 Phelan Blvd | Beaumont | Texas | 77706 | 224 | 3 | 18 |  |
|  | **MIDDLE SCHOOLS** | | | | | | |  |
| King | 1400 Avenue A | Beaumont | Texas | 77701 | 12 | 0 | 147 |  |
| Marshall | 6455 Gladys Avenue | Beaumont | Texas | 77706 | 82 | 2 | 12 |  |
| Odom | 2550 West Virginia St | Beaumont | Texas | 77705 | 73 | 2 | 9 |  |
| Smith | 4415 Concord Rd | Beaumont | Texas | 77703 | 66 | 0 | 17 |  |
| Vincent | 350 Eldridge St | Beaumont | Texas | 77707 | 70 | 2 | 21 |  |
|  | **ELEMENTARY SCHOOLS** | | | | | | |  |
| Amelia | 565 S. Major Dr | Beaumont | Texas | 77707 | 61 | 6 | 13 |  |
| Bingman Head Start | 5265 S. Kenneth Ave | Beaumont | Texas | 77705 | 87 | 1 | 10 |  |
| Blanchette | 2550 Sarah St | Beaumont | Texas | 77705 | 57 | 5 | 9 |  |
| Caldwood | 102 Berkshire Ln | Beaumont | Texas | 77707 | 62 | 3 | 9 |  |
| Charlton-Pollard | 825 Jackson St | Beaumont | Texas | 77701 | 58 | 5 | 23 |  |
| Curtis | 6225 North Circuit | Beaumont | Texas | 77706 | 59 | 6 | 3 |  |
| Dishman | 3475 Champions Dr | Beaumont | Texas | 77707 | 59 | 6 | 10 |  |
| Fehl-Price | 3350 Blanchette St | Beaumont | Texas | 77701 | 13 | 0 | 50 |  |
| Fletcher | 1055 Avenue F | Beaumont | Texas | 77701 | 65 | 3 | 7 |  |
| Guess | 8055 Voth Rd | Beaumont | Texas | 77708 | 73 | 5 | 8 |  |
| Homer | 8950 Homer Dr | Beaumont | Texas | 77708 | 51 | 4 | 9 |  |
| Jones-Clark | 3525 Cleveland St | Beaumont | Texas | 77703 | 69 | 3 | 36 |  |
| Lucas Pre-K | 1750 East Lucas Dr | Beaumont | Texas | 77703 | 43 | 0 | 4 |  |
| Martin | 3500 Pine St | Beaumont | Texas | 77703 | 58 | 6 | 6 |  |
| Pietzsch-MacArthur | 4301 Highland Ave | Beaumont | Texas | 77705 | 139 | 5 | 16 |  |
| Regina-Howell | 5850 Regina Ln | Beaumont | Texas | 77706 | 74 | 4 | 0 |  |
|  | **ALTERNATIVE CAMPUSES** | | | | | | |  |
| Career Center | 2330 North St | Beaumont | Texas | 77702 | 32 | 0 | 4 |  |
| Brown Learning Center | 88 Jaguar Dr | Beaumont | Texas | 77702 | 16 | 2 | 3 |  |
| Pathways | 2300 Victoria St. | Beaumont | Texas | 77701 | 31 | 1 | 1 |  |
| Minnie Rogers | 5326 Hwy 69 S | Beaumont | Texas | 77705 | 1 | 4 | 2 |  |
| Elementary DAEP | 1055 Avenue F | Beaumont | Texas | 77701 | 3 | 0 | 0 |  |
|  | **ADMINISTRATIVE FACILITIES** | | | | | | |  |
| Administration | 3395 Harrison Ave | Beaumont | Texas | 77706 | 88 | 16 | 20 |  |
| Admin Annex | 4315 Concord Rd | Beaumont | Texas | 77703 | 140 | 32 | 38 |  |
| Maintenance | 1650 Caldwell Ave | Beaumont | Texas | 77703 | 63 | 12 | 17 |  |
| Transportation | 950 W Virginia St | Beaumont | Texas | 77705 | 116 | 1 | 25 |  |
| Police Department | 9275 Manion Dr | Beaumont | Texas | 77705 | 47 | 32 | 34 |  |
| Frank Planetarium | 3370 North St | Beaumont | Texas | 77706 | 1 | 0 | 0 |  |
| Athletics | 5250 Bayou Willow Pkwy | Beaumont | Texas | 77705 | 6 | 60 | 5 |  |

**2.4 Vehicle Information**

BISD owns/leases approximately 224 vehicles that are used for various purposes, including transporting students, equipment delivery, maintenance work, and police. In general, district vehicles stay within a travel radius of approximately 30 miles. BISD vehicles are not used to transport hazardous or toxic materials. The following shows the number of district owned vehicles. Additional vehicles are purchased and disposed throughout the year.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Vehicle Type** | **# of Units** |  | **Vehicle Type** | **# of Units** |
| School Bus | 114 |  | Van | 25 |
| Police Unit | 21 |  | Medium and Heavy Truck | 4 |
| Car/Light Truck | 60 |  |  |  |

**2.5 Specific Exposures**

The following table outlines BISD’s involvement in some common specific exposures:

|  |  |  |
| --- | --- | --- |
| **Specific Exposure** | **Yes** | **No** |
| Own, lease or charter aircraft? |  | X |
| Own, lease or charter watercraft? |  | X |
| Load/unload, repair or construct watercraft or work on barges or docks? |  | X |
| Operations or employees subject to the Longshoremen’s and Harbor Workers’ Act,  Jones Act or Federal Employer’s Liability Act? |  | X |
| Own, operate or maintain a railroad or railroad equipment? |  | X |
| Foreign operations or employees who travel to foreign countries? |  | X |
| Occupational disease exposures? (i.e. asbestos, silica, toxic substances, etc.) |  | X |
| Operations resulting in carpal tunnel syndrome or repetitive motion claims? | X |  |
| Store gasoline or other flammables? | X |  |
| Manufacture, store, distribute, transport, or handle explosives? |  | X |
| Underground, tunneling, mining, cofferdam or sub-aqueous operations? |  | X |
| Wrecking, dismantling, or demolition work? |  | X |
| Operations subcontracted to others? | X |  |
| Operations involving exposure to heights? | X |  |
| Operations involving exposure to burns? | X |  |
| Volunteer or donated labor? |  | X |
| Leased employees? |  | X |
| Any substantial or unusual changes in the last 5 years? |  | X |
| Workers’ compensation coverage cancelled or non-renewed in the last 5 years? |  | X |

**2.6 Claim History**

A detailed five-year claim loss run is available in PDF format by contacting Peggy Haynes, BISD Risk Management Department at 409-617-5035.

**2.7 Severity Report**

See Exhibit 1 – Claims Cost with Incurred Cost $50,000 and Above.

**2.8 Safety Program**

Beaumont ISD utilizes procedures provided by the TASB Risk Management Fund.

**2.9 Coverage to Quote**

 Multi-year proposals must allow for annual renewal/appropriation requirements. The contract may be extended in additional one-year periods up to a maximum of three years (i.e., two one-year extensions) at the unilateral discretion of the BISD based on factors such as, but not limited to, unit prices, delivery satisfaction, compliance with terms/conditions, and needs of the BISD. To exercise each option to renew, the BISD must give written notice to the vendor of its election to renew for one (1) additional year within forty-five (45) days of the expiration of the agreement. If the BISD fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate. An annual escalation provision must be submitted and the district will have the option to rescind the contract if the proposed price increase is not reasonable in the opinion of district officials.

**3.  Proposal Response Form**

**3.1 Excess Workers’ Compensation Pricing’** Compensation Pricing

**Retention Premium:**

$250,000 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$300,000 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$350,000 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$400,000 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3.2 A.M. Best Rating**

Please provide your current A.M. Best Rating: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Underwriters’ Confirmation**

The undersigned affirms:

1. That the insurer did not agree to submit proposals on an exclusive basis through a designated agent/broker prior to May 1, 2023.

2. That the insurer’s proposal is based solely on material provided in RFP

**(Note that the following is to be signed by an individual who has underwriting authority for the insurer that is proposing coverage to BISD).**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature (Date)

**THIS FORM MUST BE RETURNED WITH YOUR BID**

🖂 Required form

**CERTIFICATIONS**

**failure to complete the following information will result in Bid disqualification.**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1.** | **VENDOR INFORMATION** | | | | | | | | | | |
|  | | | | | | | | | | | |
| **COMPANY NAME:** | |  | | | | | | | | | |
|  | | | | | | |  | |  | | |
| **MAINTENANCE ADDRESS:** | | | | | | |  | | **PHONE:** | | |
| **TOLL FREE:** | | |
| **REMITTANCE ADDRESS:** | | | | | | | **FAX:** | | |
| **TOLL FREE FAX:** | | |
|  | | | | | | | | | | | |
| **INTERNET ADDRESS:** | | |  | | | | | | | | |
| **CUSTOMER SERVICE E-MAIL:** | | | | |  | | | | | | |
|  | | | |  | | | | | |  | |
| **DO YOU ACCEPT**  **PURCHASE ORDERS** | | | | **CASH PAYMENT TERMS**  **(Net 30 Days)** | | | | | | **MINIMUM ORDER AMOUNT,**  **IF ANY** | |
| **YES  NO ** | | | | **OR \_\_\_\_\_\_% Discount in Net \_\_\_\_\_\_\_ Days** | | | | | |  | |
|  | | | | | | | | | | | |
| **PRINCIPALS AND KEY PERSONNEL** | | | | | | | | | | | |
| **PRESIDENT / OWNER:** | | | | | | | | | | | |
| **GENERAL MANAGER:** | | | | | | | | | | | |
| **ACCOUNTING / ACCOUNTS RECEIVABLE MANAGER:** | | | | | | | | | | | |
| **SALES MANAGER:** | | | | | | | | | | | |
|  | | | | | |  | |  | | |  |
| **YEARS / MONTHS IN BUSINESS WITH PRESENT NAME:** | | | | | |  | | **NUMBER OF EMPLOYEES:** | | |  |
|  | | | | | | | | | | | |
| **COMPANY IS:  MANUFACTURER OR PRODUCER,  DISTRIBUTOR,  WHOLESALER,**  **RETAILER,  CONSULTING,  CONSTRUCTION,  BROKER,  SERVICE,**  **OTHER: \_\_\_\_\_\_\_\_\_\_** | | | | | | | | | | | |

**THIS FORM MUST BE RETURNED WITH YOUR BID**

🖂 REQUIRED FORM

|  |  |
| --- | --- |
| **2.** | **TAXPAYER IDENTIFICATION** downloadable at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> |

🖂 REQUIRED FORM

|  |  |
| --- | --- |
| Company Name: |  |

|  |
| --- |
| **CONFLICT OF INTEREST QUESTIONNAIRE** FORM CIQ  **For vendor doing business with local governmental entity**  **Name of vendor who has a business relationship with local governmental entity.**  Date Received  **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.)  **Name of local government officer about whom the information is being disclosed.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Officer  **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  **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.**  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).    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of vendor doing business with the governmental entity Date  **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**  **1**  **2**  **3**  **4**  **5**  **6**  **7** |

**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.

🖂 REQUIRED FORM

|  |  |
| --- | --- |
| Company Name: |  |

**VENDOR COMPLIANCE TO STATE LAW**

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to nonresident bidders. This law provides that, in order to be awarded a contract as low bidder, nonresident bidders (out-of-State contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the State in which the nonresident’s principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-State or nonresident bidders in order for your bid to meet specifications. The failure of out-of-State or nonresident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Nonresident vendors in \_\_\_\_\_\_\_\_\_\_\_\_\_ (give State), our principal place of business, are required to be

\_\_\_\_\_\_\_\_\_\_\_\_\_ percent lower than resident bidders by State law. A copy of the Statute is attached.

Nonresident vendors in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (give State), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas.

BIDDER:

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

(Please print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City State Zip (Please print)

**THIS FORM MUST BE RETURNED WITH YOUR BID**

🖂 REQUIRED FORM

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity

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

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

**Filing Process:**

By January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016.

<https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm>

The Form 1295 will be completed by the awarded vendor upon notification by the District.

Please sign below agreeing that the authorized representative of your business will perform the requirements above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Date

Contract Identification Number: \_\_\_\_\_\_\_\_\_23.17\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH YOUR BID**

🖂 REQUIRED FORM

|  |  |  |  |
| --- | --- | --- | --- |
| **4.** | **NON-COLLUSIVE BIDDING CERTIFICATE & ACKNOWLEDGMENT** | | |
|  | By submission of this Bid, the Vendor certifies that: (a) the Bid has been independently arrived at without collusion with any other vendor or with any competitor. (b) The Bid has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of Bids for this project, to any other vendor, 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 Bid. (d) The person signing this Bid 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 Vendor as well as to the person signing in its behalf. | | |
|  | * I certify that the above information is true and correct.  **YES** | | |
| **5.** | RESIDENT / NONRESIDENT CERTIFICATION | | |
|  | * **RESIDENT VENDOR** - I certify that my company is a "resident vendor.”  **YES** | | |
|  | * **NON-RESIDENT VENDOR** - As defined by Texas Government Code 2252.001, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. If you qualify as a "nonresident vendor," you must furnish the following information:  **Resident state address?** (The state in which your principal place of business is located.) | | |
|  | **Street, City, State, Zip**: | | |
|  |  | | |
| **6.** | **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 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.  **Check the appropriate box and sign the form.** | | |
|  | My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. | | |
|  | My firm is not owned or operated by anyone who has been convicted of a felony. | | |
|  | My firm is owned or operated by the following individual(s) who has/have been convicted of a felony: | | |
|  |  | Name of Felon: |  |
|  |  | Details of Conviction(s) |  |

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name/Title: |  | | Company Name: |  | |
| Original Signature: | |  | | Date |  |

**THIS FORM MUST BE RETURNED WITH YOUR BID**

🖂 REQUIRED FORM

|  |  |
| --- | --- |
| **7.** | **ADDENDA ACKNOWLEDGEMENT** |
|  | * If no amendments were received **then leave this blank or write N/A**.  If any amendments were received, Respondent acknowledges receipt of Addenda numbered \_\_\_\_\_ through \_\_\_\_\_ and has incorporated the provisions thereof into the Bid/Proposal. |

|  |  |
| --- | --- |
| **8.** | **RENEWAL OF CONTRACT** |
|  | This contract will be effective, unless otherwise noted, for one (1) year with renewal options for TWO (2) additional one-year periods (as stated in the terms and conditions), at the District's option and with the acceptance of the awarded vendor(s): In the event this Bid expires before another Bid is awarded, the vendor shall extend the contract on a month-to-month basis by mutual agreement. |

|  |  |  |  |
| --- | --- | --- | --- |
| **9.** | BID VALIDITY AGREEMENT | | |
|  |  |  |  |
|  | * Bid shall remain valid, pending award, through: | **YES**  or | (date): |
|  | * Prices & Discounts effective through | **YES**  or | (date): |
|  | * Prompt payment discount allowed: (% / Days) | **%** | **Days** |

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name/Title: |  | | Company Name: |  | |
| Original Signature: | |  | | Date |  |

|  |
| --- |
| List any and all exceptions on a separate, attached sheet titled “exceptions.” |

**THIS FORM MUST BE RETURNED WITH YOUR BID**

🖂 REQUIRED FORM

**Debarment Statement**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that it and its principals:

1. ARE presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Yes No

1. HAVE within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Yes No

1. ARE presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in 34 CFR Part 85 Paragraph (2)(b)

Yes No

1. HAVE within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Yes No

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consultant Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name Contractual Agreement No.

**THIS FORM MUST BE RETURNED WITH YOUR BID**

🖂 REQUIRED FORM

**House Bill 89 VERIFICATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned representative of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company or Business name

(hereafter referred to as company) being **an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. **Does not boycott Israel currently; and**
2. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Beaumont Independent School District.**

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“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*
2. *“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.*

**Senate Bill 252 Ch. 2252 Certification**

*Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Beaumont Independent School District’s Purchasing Department.*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE SIGNATURE OF COMPANY REPRESENTATIVE**

**THIS FORM MUST BE RETURNED WITH YOUR BID**

🖂 REQUIRED FORM **EDGAR CERTIFICATIONS**

**FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

***(NON-CONSTRUCTION CONTRACTS)***

The EDGAR Certifications (“Certification”) is made a part of a contract (“Contract”) between the Beaumont Independent School District (“Beaumont ISD” or “District”) and the vendor (“Vendor”), where such contract and Vendor are referenced on the last page of these certifications. The following certifications and provisions are required and apply when Beaumont ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of these Certifications and the terms of the underlying Contract, the terms of these Certifications shall prevail.**

**I. REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

**APPENDIX II TO 2 CFR PART 200\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

Pursuant to Federal Rule (A) above, when Beaumont ISD expends federal funds, Beaumont ISD 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.

Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $10,000)**

**1. Termination for Cause:** Pursuant to Federal Rule (B) above, when Beaumont ISD expends federal funds, Beaumont ISD reserves the right to immediately terminate any contract 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.

**2. Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts:** Performance by Beaumont ISD under the Contract for years subsequent to the current budget year may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”), allocation of funds by the Board of Trustees (the “Board”), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award (“NOGA”). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

**3. Termination for Convenience:** Beaumont ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Beaumont ISD believes in its sole discretion that it is in the best interest of Beaumont ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Beaumont ISD shall compensate Vendor for any work performed and accepted and goods delivered and accepted by Beaumont ISD as of the termination date. Any award under this procurement process is not exclusive and Beaumont ISD reserves the right to purchase goods and/or services from other vendors when it is in Beaumont ISD’s best interest.

\_\_\_\_\_\_\_\_Initials of Authorized Representative of Vendor

**(C) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Beaumont ISD, Vendor certifies that during the term of an award for all contracts by Beaumont ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Initials of Authorized Representative of Vendor

**(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by Beaumont ISD, Vendor certifies that during the term of an award for all contracts by Beaumont ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Initials of Authorized Representative of Vendor

**(E) 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 Beaumont ISD, Vendor certifies that during the term of an award for all contracts by Beaumont ISD resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Initials of Authorized Representative of Vendor

**(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Beaumont ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Beaumont ISD 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.

Initials of Authorized Representative of Vendor

**(G) Procurement of Recovered Materials —** Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. 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.

Initials of Authorized Representative of Vendor

**II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Beaumont ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR

§ 200.333 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.

Initials of Authorized Representative of Vendor

**III. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Beaumont ISD 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).

Initials of Authorized Representative of Vendor

**IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of Beaumont ISD 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.

Initials of Authorized Representative of Vendor

V. **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Beaumont ISD prefers 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.

Initials of Authorized Representative of Vendor

**VI. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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.

Initials of Authorized Representative of Vendor

**VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards to any subcontractors pursuant to the Contract with Beaumont ISD shall be bound by the foregoing terms and conditions.

Initials of Authorized Representative of Vendor

**BY SIGNING BELOW, THE VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

**Vendor’s Business Name:**

**Address, City, State, and Zip Code (Principal place of business):**

**Printed Name of Authorized Representative:**

**Title of Authorized Representative:**

**Phone Number: Email Address:**

**Signature of Authorized Representative:**

**Date:**

**REFERENCES**

**VENDOR REFERENCES**

The Proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. It is recommended that the Proposer show school districts or other local government organizations equal to BISD in size and structure, if possible. To expedite the evaluation process, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for proposal disqualification.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | Company Name |  | Contact |  |
| **Business Address** | |  | **Phone #** |  |
|  | **Email Address** |  | **Fax #** |  |
|  |  |  |  |  |
| 2 | Company Name |  | Contact |  |
| **Business Address** | |  | **Phone #** |  |
|  | **Email Address** |  | **Fax #** |  |
|  |  |  |  |  |
| 3 | Company Name |  | Contact |  |
| **Business Address** | |  | **Phone #** |  |
|  | **Email Address** |  | **Fax #** |  |

**THIS FORM MUST BE RETURNED WITH YOUR BID**

**Form Checklist**

|  |  |
| --- | --- |
| **Form** | **Completed** |
| Certifications |  |
| W-9 |  |
| Conflict of Interest |  |
| Vendor Compliance to State Law |  |
| Certificate of Interested Parties Agreement |  |
| Non-Collusive Bidding Agreement |  |
| Resident/Non-resident Certification |  |
| Felony Conviction Notification |  |
| Addenda Acknowledgement |  |
| Renewal of Contract |  |
| Bid Validity Agreement |  |
| Debarment Statement |  |
| HB 89 & SB 252 Certifications |  |
| Simplified Acquisition Threshold Agreement |  |
| Termination Agreement |  |
| Rights to Inventions Agreement |  |
| Clean Air Act and Federal Water Pollution Control Act |  |
| Byrd Anti-Lobbying Amendment |  |
| Solid Waste Disposal Act |  |
| Records Retention |  |
| Energy Policy and Conservation Act |  |
| Equal Employment Statement |  |
| Buy America Act Provision |  |
| Certificate of Access to Records |  |
| Subcontractors Agreement |  |
| References |  |