

Issue Date: APRIL 11, 2025

Request for Proposals (RFP)

*Alvin Independent School District is accepting **REQUEST FOR PROPOSALS** for the purpose of identifying and selecting a highly qualified firm to provide **WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES (TPA)**. Proposal Packets must be submitted up to but no later than **MAY 15, 2025 @ 1:30 P.M.** for consideration.*

Submission Location: Alvin Independent School District
Attn: Donnie Marek
301 E House Street
Alvin, Texas 77511

Fax proposals are not considered legal documents; therefore, two original, signed documents must be submitted to Risk Management – Donnie B Marek, for consideration. Electronic copies can be emailed to dbmarek@alvinisd.net in addition to the mailed copies. No faxed, e-mailed or late qualifications will be accepted.

Pre-Bid Conference – Terms and Conditions:

1. In lieu of a pre-bid conference, Service Providers are encouraged to e-mail any and all questions with regards to the Scope of Services to Donnie B. Marek, Executive Director of Risk Management dbmarek@alvinisd.net.
2. This process will serve as documentation that all Service Providers are treated equally throughout the period prior to opening. One-on-one meetings with Service Providers prior to opening will not be held. Meetings with Service Providers may be set up after proposals are opened and final provider negotiations have been established.

In accordance with Texas Education Code Section 2254.003 Selection of Provider; Fees – Alvin ISD shall evaluate respondents and award as follows:

- On the basis of demonstrated competence and Proposal to perform the services,
- Fair and reasonable price and
- Contracted fees under the contract may not exceed any maximum provided by law.

*In addition, all **WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES (TPA)** providers shall be required to comply with Texas Education Code Section 22.083, Access to Criminal History Records of Employees by Local and Regional Education. This requires that all contractors whom enter the premises **DURING THE TIME STUDENTS ARE SCHEDULED TO BE ON THE PROPERTY** and **WILL HAVE ACCESS TO THE FACILITIES IN WHICH STUDENTS ARE IN OCCUPANCY** shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. The cost for such background check and fingerprinting shall be the responsibility of the contractor. Additional information in regards to the process of the Fast Pass can be found on the AISD website under Contractor/Consultant Proposal.*

New Proposal Procedures:

*This Proposal has been extended through our Alvin ISD website. The proposal is located at www.alvinisd.net. Go to Departments and click, go to PURCHASING, click on Legal Ads – Current Proposals and finally, find the 2506 **WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES (TPA)** RFP. All purchases will be made under the guidelines of the Districts Standardized Terms and Conditions. The Standardized Terms and Conditions detail the proposal award process, purchase order processing, invoicing, and payment procedures of the district. Due to the Length of the Terms and Conditions, they have not been included in the proposal packets but may be accessed from the Website. We encourage you read and print this documentation as it will be utilized as guidance for all purchasing policies and procedures upon award of any term contract.*

Contact Information:

For further information or questions in regards to this bidding process, contact Donnie Marek, Executive Director of Risk

AGREEMENT PACKET CHECKLIST:

Document Name	Party Responsible for Completing
1. <input type="checkbox"/> Acknowledgement Receipt	Contractor – Complete & Return Required *If HUB vendor, copy of HUB Certification
2. <input type="checkbox"/> Vendor Information page	Contractor – Complete & Return Required
3. <input type="checkbox"/> State of Texas Bid Requirement Page	Contractor – Complete & Return Required
4. <input type="checkbox"/> Consultant/Contractors Certification Form	Contractor – Complete & Return Required
5. <input type="checkbox"/> Certification Regarding Debarment Form	Contractor – Complete & Return Required
6. <input type="checkbox"/> Form W-9	Contractor – Complete & Return Required
7. <input type="checkbox"/> Hold Harmless Agreement	Contractor – Complete & Return Required
8. <input type="checkbox"/> HB 1295Form	Contractor – See additional instructions for clarity. Complete & return with packet
9. <input type="checkbox"/> Federal Purchasing & Other Requirement Form	Contractor – Complete & Return Required
10. <input type="checkbox"/> ARMS/EDGAR Form	Contractor – Complete & Return Required
11. <input type="checkbox"/> Release of Information	Contractor – Complete & Return Required
12. <input type="checkbox"/> Federal Purchasing & Other Requirement Forms	Contractor – Complete & Return Required
13. <input type="checkbox"/> ARMS/EDGAR Forms	Contractor – Complete & Return Required
14. <input type="checkbox"/> USDA Lobbying Certification Form	Contractor – Complete & Return Required
15. <input type="checkbox"/> Conflict of Interest Questionnaire	If applicable, visit Alvin ISD Purchasing website for form.
16. <input type="checkbox"/> Conflict of Interest Questionnaire (Form CIQ)	If applicable, visit Alvin ISD Purchasing website for form.

Incomplete documents may result in bid disqualification.

If you have any questions concerning proposal paperwork or forms, please contact to Jennifer Ortiz, Contracts Specialist
jortiz@alvinisd.net



ACKNOWLEDGEMENT RECEIPT

(TO BE COMPLETED BY BIDDER)

Coverage shall be for at least THREE (3) YEARS beginning July 1, 2025, for **WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES (TPA)**, with option to renew for two, individual one-year terms. Multi-year policies will be given preference if rates are advantageous to the District. Multi-year proposal must contain an annual renewal or usage clause.

The undersigned also agrees to furnish all goods/services in accordance with the General, Special Terms and Conditions outlined hereto at the prices quoted unless noted in writing.

Date of Bid Proposal Submission: _____

Company Name

Signature of Representative Authorized to Sign Proposal

Signer's Name (Please Print)

Title

Address

City

State

Zip

Phone Number

Fax Number

E Mail Address

VENDORS MUST RESPOND to the following questions in order for their proposal to be considered.

The State of Texas does not employ a resident preference; however, it does employ a reciprocity rule. Offerors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas. The offeror, operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a non-profit organization, () a joint venture, or () a corporation, registered for business in _____(Country).

IS THE PRINCIPAL PLACE OF BUSINESS FOR "WHOM YOU REPRESENT" OR THE "PARENT COMPANY" OF "WHOM YOU REPRESENT" A RESIDENT OF TEXAS? _____YES _____NO

Address of principal place of business or parent company that you represent (if different from above address information provided):

Pursuant of 2CFR §200.321 Are you a HUB Vendor, YES _____ NO _____. If yes, submit Certificate with this proposal packet.

VENDOR INFORMATION

This proposal will be awarded at the next board meeting. After which time, Purchase Orders will be distributed to the various vendors. To ensure prompt processing of orders, **please provide your mailing address to remit Purchase Orders:**

Company Name

Contact Person

Mailing Address

City

State

Zip

Phone Number

FAX Number

E-Mail Address

Upon receipt of orders, please indicate address to remit Payment (if different from above address):

Company Name

Contact Person

Mailing Address

City

State

Zip

Phone Number

FAX Number

E-Mail Address

Reference Page:

All vendors will submit a list of at least three (3) references for which vendor has provided like products. References will include contact name and telephone number. **Proposals submitted without three references may be disqualified from consideration.**

A.

Company

Contact Name

Phone Number

B.

Company

Contact Name

Phone Number

C.

Company

Contact Name

Phone Number

- State of Texas Bid Requirement Page -

(Must sign acknowledgement below and identify exceptions)

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Bidder certifies that the company complies with Executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

VENDOR NON-COLLUSIVE BIDDING

By submission of this bid or proposal, the Bidder certifies that:

- a) This proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor.
- c) No attempt has been or will be made to induce my other person, partnership or corporation to submit or not to submit a bid or proposal.
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the Statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

Vendors are required to report business relationships at the time they begin contract negotiations or are solicited for bids or proposals. A vendor must disclose any business relationship with a district officer that might cause a conflict of interest. Vendors have 7 business days to file the Ethics commission's [Conflict of Interest Questionnaire \(form CIQ\)](#) or face the possibility of a Class C Misdemeanor.

- ☐ Vendor has no known Conflict of Interests with the District
- ☐ Vendor has a known Conflict of Interest and will be attaching a copy of the CIQ

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History of Contractor states:

- a) 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.
- b) 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.
- c) This section does not apply to a publicly-held corporation.

Please check off one box and sign the form in the appropriate space(s):

- ☐ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- ☐ My firm is neither owned nor operated by anyone who has been convicted of a felony.
- ☐ My firm is owned and operated by the following individual(s) who has/have been convicted of a felony: Name of Felon(s): _____

Details of Conviction(s): _____

INSURANCE REQUIREMENTS – REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY

The vendor shall carry Statutory Workmen's Compensation Insurance, Comprehensive General Liability Insurance covering premises operation and Contractor's Liability in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 each accident property damage and Automobile Liability covering all owned, non-owned, and hired vehicles in the amount of \$100,000/\$300,000 bodily injury and \$100,000 each accident property damage. Certificates of Insurance shall be delivered to the Purchasing Department before work is commenced.

Upon award of bid, the vendor shall supply purchasing proof of insurance, in the manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and station how a person may verify coverage and report lack of coverage.

The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications

Acknowledgment by Signature

Printed Name

Date



ALVIN INDEPENDENT SCHOOL DISTRICT

Consultant/Contractors Certification Form

Introduction:

Texas Education Code Chapter 22 and Senate Bill 9 require service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Contractors must comply with Texas Education Code, Section 22.0834, regarding the Criminal History Record Information Review of Certain Contract Employees. Before work on this contract begins, Contractors shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have direct contact with students. The contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by the Texas law, from District property or the location where students are present.

Please visit a Guide for School Contractors Section for additional information regarding Senate Bill 9.

Definitions:

Covered employees: All employees of a contractor who have or will have work duties that have been or will be performed on District property DURING THE TIME STUDENTS ARE SCHEDULED TO BE ON THE PROPERTY related to the service to be performed at the District and WILL HAVE ACCESS TO THE FACILITIES IN WHICH STUDENTS ARE IN OCCUPANCY. The District will be the final arbiter of what constitutes direct contact with students.

On behalf of _____ (Individual Consultant or Contractor's Name of Company), **I certify that the [check one]:**

☐

A.) Individual Contractor or Contractor's employees are covered employees and have been processed through the FACT Clearinghouse as **HAVING CONTACT with students.**

AND

The following will be considered as proof of processing and will be used to assist in the FACT Clearinghouse inquiry:

A copy of the FAST PASS receipt if available. – FAST PASS TCN # _____
(Receipt only validates fingerprinting process was completed)

Individual has been fingerprinted and FAST PASS was processed at a school district.
Teaching Certificate # _____ School District _____

Contractor has setup a FACT Clearinghouse Record for employees.
ORI # _____ and Contractor ID # _____

AND

***MANDATORY DATA FOR INQUIRY:**

*Date of Birth _____

*Driver's License # _____ or * State ID # _____

*TxDPS SID # _____ (FACT Clearinghouse State assigned ID number)

-Or-

☐

B.) Individual Consultant or Contractor's employees are not covered employees as defined above and **DO NOT HAVE CONTACT with students.**

If "A" is selected, I further certify that:

- (1) Consultant/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 have a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have duties related to the contract service.
- (2) If contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from the contract duties and notify the District in writing within three (3) business days.
- (3) 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 Contractor with this certification may be grounds for contract termination, and may be a violation of State Law as described in Senate Bill 9 and/or TEC 22.

By submission of this form, I am indicating that I am complying with Senate Bill 9 and Texas Education Code Section 22.0834 Criminal History Record Information Review of Certain Contract Employees.

Date: _____

Company Name (If Contractor / Company): _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Phone: _____ **Fax:** _____

E-mail Address: _____

Authorized Signature: _____

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1.) By signing and submitting this form, the prospective lower tier participant (*vendor submitting proposal*) is providing the certification set out below in accordance with these instructions. 2.) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (*vendor submitting proposal*) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3.) The prospective lower tier participant (*vendor submitting proposal*) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (*vendor submitting proposal*) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4.) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. <https://www.federalregister.gov/articles/2010/07/19/2010-17429/nonprocurement-debarment-and-suspension> 5.) The prospective lower tier participant (*vendor submitting proposal*) agrees by submitting this form that, should the proposed covered transaction (*contract*) be entered into, it shall not knowingly enter into any lower tier covered transaction (*contract*) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction (*contract*), unless authorized by the department or agency with which this transaction originated. 6.) The prospective lower tier participant (*vendor submitting proposal*) further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions (*contract*) and in all solicitations for lower tier covered transactions (*contract*). 7.) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (*contract*) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List. 8.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9.) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction (*contract*) with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ABOVE)

(1) The prospective lower tier participant (vendor submitting proposal) certifies, by submission of this proposal, 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. (2) Where the prospective lower tier participant (vendor submitting proposal) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications

Name and Title of Authorized Representative

Authorized Signature

Date (mm/dd/yyyy)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ALVIN ISD

Hold Harmless Agreement

The Proposer shall defend, indemnify, and hold harmless, Alvin ISD and all its trustees, officers, agents, and employees, from and against all suits, actions, or claims of any character brought forth or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance under this contract as designated as **2506 WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES (TPA)**

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The proposer shall also defend, indemnify and hold harmless, Alvin ISD and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material-man or mechanic for payment for work materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not Alvin ISD for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED THIS _____ DAY OF _____, 20____.

Contractor:

Company Name

Name of Representative (Print)

Signature of Representative

TO BE COMPLETED AND RETURNED WITH PACKET

House Bill 1295

As of January 1, 2016, a new state policy was implemented that affects all proposals which are awarded by our Board of Trustees. HB1295 basically states the following...

House Bill 1295 amended the Texas Government Code by adding Section 2252.908, the Disclosure of Interested Parties. Under this Section 2252.908, (Alvin ISD) is prohibited from entering into a contract resulting from an RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after **January 1, 2018**. The changes exempt certain businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Detailed Instructions for Compliance with HB1295

VENDOR'S Responsibility for Compliance:

- 1) Go to the Ethics Commission Website using the following link to register and complete FORM 1295 - Certificate of Interest Parties Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
Proposers must complete the filing application Form 1295 **electronically** with the Texas Ethics Commission using their online filing application.
As a "business entity," all vendors must electronically complete, print, sign and submit Form 1295 with their proposals or contracts even if there are no conflicting interested parties within the district unless:

Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018:

- (1) a sponsored research contract of an institution of higher education;
 - (2) an interagency contract of a state agency or an institution of higher education;
 - (3) a contract related to health and human services if:
 - (a) the value of the contract cannot be determined at the time the contract is executed; and
 - (b) any qualified vendor is eligible for the contract;
 - (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
 - (5) a contract with an electric utility, as that term is defined by [Section 31.002, Utilities Code](#);* or
 - (6) a contract with a gas utility, as that term is defined by [Section 121.001, Utilities Code](#).*
- 2) Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number
 - 3) Fill out the bottom (number 6 on the form) titled "Unsworn Declaration" and sign at the bottom. This Form 1295 must be signed by an authorized agent of the business entity.
 - 4) Send a copy of the form via email to Jennifer Ortiz, jortiz@alvinisd.net or by fax number to our Purchasing Department is 281-585-4567.

ADDITIONAL NOTATION: The Form 1295 must be completed for **every** contract entered into with Alvin ISD that will be awarded by the board.

Alvin ISD Responsibility for Compliance:

- 1) Once received, Alvin ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 **no later than the 30th day after the date the contract is approved at our board meeting.**

- 2) After Alvin ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days.
- 3) The completed Form 1295 with the certification of filing will be filed with your completed proposal or contract that was provided to the district for board award.
- 4) Upon award of the proposal, and review of all required signed documents, Purchasing will process vendor numbers to staff for issuance of purchase order.

ADDITIONAL NOTATION: Failure to comply with HB 1295 will result in your vendor packet being suspended from processing and no business can be conducted with your company until compliance has been provided by your company to Alvin ISD.

Additional Information to Help Clarify HB1295:

- Should you have questions, concerns or require additional information, please contact the Texas Ethics Commission at 512-463-5800; their office hours are from 8:00 am to 5:00 pm Monday through Friday.
- For questions submitting Form 1295 to Alvin ISD:
 - Contact Jennifer Ortiz at 281-245-2430, or by email at jortiz@alvinisd.net.
 - You may fax your signed copy to 281-585-4567

****** Alvin ISD is not required at this time to keep the original documentation; therefore, it can be scanned electronically and received by email or by fax to the Purchasing Department or submitted with proposal documentation.

****** HB1295 affects all Government Entities (including public school districts) entering into contracts whereby their Board of Trustees awards the contracts. Therefore, should you enter into any other contracts with other school districts, universities, colleges, or government municipalities be prepared to complete this form for their contracts as well.

Definitions Utilized for Completing Form 1295 include:

“Interested Party” means a person:

- Who has a **controlling interest** in a business entity with whom AISD contracts; or
- Who actively participates in **facilitating the contract or negotiating the terms of the contract** with Alvin ISD, including a broker, intermediary, adviser, or attorney for the business entity

“Business Entity” means an entity:

- Who is recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.
 - This includes NonProfit and For-Profit Organizations as a Business Entity

“Intermediary” for purposes of this rule, means a person:

- Who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - Receives compensation from the business entity for the person’s participation
 - Communicates directly with Alvin ISD on behalf of the business entity regarding the contract
 - AND is not an employee of the business entity

“Controlling Interest” means a person:

- Whereby has ownership interest or participating interest in the business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent
- Is a member on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members
- Who serves as an officer of a business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers



FEDERAL COMPLIANCE GUIDELINES FOR THE USE OF FEDERAL FUNDS

Alvin ISD has elected to solicit pricing from Qualifying Vendors, Awarded Proposals Vendors and/or Cooperative Vendors as set forth under the requirements of the Code of Federal Regulations (CFR) Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. (2 CFR §200).

Following these federal requirements will allow for federal funds, entrusted to Alvin ISD, to be used to make purchases through the anticipated contract(s). The CFR is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. The CFR may change during the term of the contract and the supplier may be required to make adjustments as necessary.

It is necessary for the supplier to certify and agree that they, as a company, understand and comply with all applicable areas identified below and included with this attachment. Some of the areas may not be applicable to this solicitation and it is the supplier's sole responsibility to identify which areas are appropriate for the solicitation. Failure to affirm and agree to these requirements may, at Alvin ISD's discretion, disqualify the associated response to this solicitation or limit the use of the awarded contract based on the funding source.

Alvin ISD reserves the right, at any time within the contract term, to require an awarded supplier to reaffirm, sign and resubmit proper documentation stating their company is not debarred, or if any other circumstances change related to the original response.

The following terms are applicable to all solicitations:

1. **General.** Included for all solicitations regardless of type of specialty.

1.1 **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 Excluded Parties List System in the System of Award Management (SAM), in accordance with the OBM 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" The Excluded Parties Listed System in SAM (sam.gov) 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. Prior to award, Alvin ISD will verify that the supplier is not currently listed as debarred by the Federal government. If the supplier is found to be on the Federal debarment list, Alvin ISD, at its sole option, may elect to not award to the supplier. If awarded, and during the contract term, the supplier becomes debarred, the supplier must notify Alvin ISD within five (5) Alvin ISD business days of the debarment. Alvin ISD, at its sole judgement, may elect to cancel the associated contract or limit the contract to non-federal funds. Such judgement will be done in writing within twenty (20) Alvin ISD business days. During this assessment period, no contract orders can be placed by Alvin ISD using federal funds.

1.2 **Conflict of Interest. 2 CFR 200.318(c)(1)** states that Alvin ISD must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contract. No employee, officer, or agent may participate in the selection, award, and administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the contract awarded to a specific supplier. The officers, employees, and agents of Alvin ISD may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, Alvin ISD may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be

**FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS
COMPLETE PAGE WITH PROPOSAL –**

Does vendor certify? Yes _____ Initials of Authorized Representative of Vendor

applied for violations of such standards by officers, employees, or agents of Alvin ISD. It is the responsibility for the supplier to identify and make Alvin ISD aware of any potential conflicts of interest that exist between their company and Alvin ISD. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be cancelled based on cause.

- 1.3 **HUB Certification.** Pursuant of 2 CFR 200.321. Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) entities are encouraged to **attach a copy of the HUB Certification** when responding to this proposal invitation. This information will be included in the vendor profiles and may be used for consideration of purchase(s).
- 1.4 **Termination for Cause.** All federal contracts, in excess of \$10,000, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. As per Alvin ISD does not have a threshold, all contracts for any amount may be terminated for cause.

2. **Small Purchases (2 CFR 200.320).** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the *Simplified Acquisition Threshold (SAT)*.

- 2.1 If small purchase procedures are used, price and rate quotations must be obtained from an adequate number of qualified sources. Specifically for multiple award catalog-based or non- identifiable pricing based on a percentage off catalog, Alvin ISD may be required to submit a request for quotation from the contracted vendors for the purpose of meeting the competitive bidding requirements of this section.

3. **Large Purchases.** For individual purchases that exceed the *Simplified Acquisition Threshold*.

- 3.1 *Simplified Acquisition Threshold Contracts* for more than the Simplified Acquisition Threshold (SA) currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C. 1980, 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. In any case, contracts in excess of the state's or state agency threshold must address the foregoing. Any purchase that meets or exceeds the SAT threshold will require additional cost/price analysis by Alvin ISD. The supplier may be required to provide additional documentation to support this requirement based on the federal requirements at the time of the purchase.
- 3.2 *Cost Analysis/Negotiation of Profit (2 CFR 200.323).* For contracts over the SAT, Alvin ISD must negotiate profit as a separate element of the price for each contract in which there is no price competition, including solicitations that received only one viable response. In all cases, a cost analysis is to be performed by Alvin ISD. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- 3.3 *Supplier Violation or Breach of Contract Terms.* For contract awards valued at or greater than the SAT, Alvin ISD 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. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

**FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS
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- Does vendor certify? Yes _____ Initials of Authorized Representative of Vendor

4. CERTIFICATIONS REQUIRED UNDER FEDERAL CONTRACT PROVISIONS (2 CFR 200.326)

- 4.1** The following pages contain the required Contract Provisions that must be certified by the vendor of use with Federal Contracts. By initialing the following statements, you Certify your Company will hold true to these provisions for the duration of the proposal.
- 4.2** It is the responsibility for the supplier to identify and make Alvin ISD aware of any potential changes that exist between their company and Alvin ISD. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be cancelled based on the cause.

**FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS
COMPLETE PAGE WITH PROPOSAL –**

Does vendor certify? Yes _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY A U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Alvin Independent School District (“Alvin ISD”) expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and _____ (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:**

CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Alvin ISD or any other school district, in obtaining a new job if the Vendor knows, or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. See Alvin ISD Policy CJ (Legal) and (Local).

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

**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 \$250,000, 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 ALVIN ISD expends federal funds, ALVIN 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.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when ALVIN ISD expends federal funds, ALVIN ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. ALVIN ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if ALVIN ISD believes, in its sole discretion that it is in the best interest of ALVIN ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by ALVIN ISD as of the termination date if the contract is terminated for convenience of ALVIN ISD. Any award under this procurement process is not exclusive and ALVIN ISD reserves the right to purchase goods and services from other vendors when it is in ALVIN ISD’s best interest.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when ALVIN ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

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

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

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights 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 ALVIN ISD, Vendor certifies that during the term of an award for all contracts by ALVIN ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air

Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

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

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

(I) 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 ALVIN ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by ALVIN 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:

- a) 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.
- b) 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.
- c) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended by Alvin ISD and their contractors, they must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 4 CFR part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level competition, where the purchase price of the items exceeds \$10,000, or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by Alvin ISD, as required by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §6962 (c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for the EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

(K) Required Affirmative Steps for Small, Minority, and Women-Owned Firms for Contracts Paid for with Federal Funds –

Pursuant to Federal Rule (K) 2 CFR §200.321 – When federal funds are expended by Alvin ISD, Vendor is required to take all affirmative steps set forth in 2 CFR§200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by ALVIN 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 sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by Alvin ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor will be in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40CFR Part 15.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Alvin ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of ALVIN 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.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidder must complete and submit with the bid the following affidavit:

I, the undersigned vendor do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS LICENSING OR REGULATIONS

Vendor certifies under penalty of perjury that with its response to this procurement, that all required applicable local, state and federal health and safety certifications, licensing or regulations, which include, but are not limited, to facility use, food establishment and authorized providers are in good standing and current.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL
GOVT. CODE 808 (HB 89) & GOVT. CODE 2252 (SB252)**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

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.

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

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 Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

TO BE COMPLETED AND RETURNED WITH PACKET

**U.S. Department of Agriculture Lobbying
Certification Regarding Lobbying Form**

**FORM
REQUIRED – IF
NO LOBBYING**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000.00 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the award 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 influence or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of 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.**

(Form not included in this packet but can be accessed through Purchasing Federal Compliance Website and must be completed and submitted IF APPLICABLE).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000.00 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of Organization

Address of Organization

Name / Title of Submitting Official

Signature

Date

TO BE COMPLETED AND RETURNED WITH PACKET

BIDDER QUALIFICATIONS
GENERAL REQUIREMENTS

- a. Be duly licensed in the state of Texas. (Provide copy of license.)
- b. Comply with all applicable state insurance laws and requirements.
- c. Comply with all applicable regulatory authorities for insurance.
- d. Have errors and omissions coverage with limits per occurrence of at least one million dollars (\$1,000,000) and furnish certificates with the proposal.
- e. Provide sample copies of RMIS reports with the proposal. The Administrator will be required to submit claims reports on a monthly basis. The Administrator should have the ability to retrieve data in order to generate reporting for loss trends and pay out profiles as well as custom reports.
- f. The proposer shall submit a copy of its proposed service agreement. The service agreement shall contain a cancellation clause permitting the District to terminate the agreement, with or without cause, upon a thirty (30) day written notice of intent. The service contractor will be compensated on a pro-rated basis for the year in which the District elects to exercise its right of cancellation.
- g. Provide a description of the firm's business experience and a list of clients in the state of Texas along with contact names and telephone numbers.
- h. Proposals should be submitted as one, two, and three-year quotes broken down as follows:

Claims Investigation and Management
Medical Cost Containment and Administration of the Plan

- i. All quotes must be made on an annual basis with a fixed flat rate preferred; however, an optional fee formula may be offered as long as it is stated clearly and is easy to comprehend. For those quotes using time and expense as a basis for pricing, it is recommended that the average cost per claim be given. All expenses to be paid by the Alvin Independent School District with the exception of indemnity and medical payments are to be identified. For those services not being provided by the Administrator, it is requested that the provider of the service be identified along with their basis for pricing.
- j. The Administrator shall assign **one** primary adjuster to service the District in the areas of marketing, underwriting, claims, and loss control with a minimum of at least three (3) years' experience in workers' compensation. The representative will be required to meet with the District staff prior to the awarding of the contract and then periodically during the life of the agreement.
- k. If self-funded, maximize the District's loss fund through utilization of a Zero (0) Balance Account the District will establish for the sole purpose of paying allocated expenses, thus allowing the District to maintain control of the funds and all interest earnings accrued.
- l. List all entities that may provide utilization Review services along with the respective certificate of registration as an Utilization Review agent before the Texas Department of Insurance.
- m. Alvin ISD does not need a Healthcare Network.
- n. Disclose any and all "Revenue Share Agreements" and the vendors that are involved.

I. INVESTIGATION AND CLAIM MANAGEMENT

The following are minimum requirements:

1. Within three (3) working days from receipt of initial report of injuries, contact will be made with the District to confirm whether compensability is acknowledged or should be questioned.
2. Initial contact with injured employee must be accomplished or attempted prior to the initial temporary income benefit payment, unless claimant has returned to work. Upon initial contact, the administrator will document the employee's description of injury and pertinent past medical history. Successful and unsuccessful attempts to contact injured employees must be documented.
3. Remind the district if any DWC paperwork is needed such as DWC 1, DWC 6, DWC 3, and any other DWC forms that are needed.
4. Prior to all initial payments of temporary income benefits, unless a medical report has been received, the medical provider facility will be contacted to establish extent of injury, causal relationship to the alleged incident, and estimated return to work date.
5. On all questionable indemnity cases, an on-site investigation will be conducted with informative statements secured from the claimant, witnesses, and supervisor within fourteen (14) days of receipt of the first report, unless the file reflects a reasonable explanation for delay.
6. Surveillance should be considered, following authorization by the District where length of temporary disability or extent of permanent disability is questioned. The District reserves the right to require surveillance on any claim.
7. Outside investigator services will be employed only where necessary. Documentation of assignment will include specific reasons for referral. Direction and control will be exercised over the investigator's activities.
8. Telephone contact with the District will be conducted frequently to confirm continued disability, provide status information, and to discuss availability of Modified/Transitional duty or part-time work.
9. Telephone or personal contact will be maintained with temporarily disabled employees, no less frequently than biweekly, to monitor medical progress and return-to-work status.
10. Medical reports will be obtained, or the medical providers contacted for same, as frequently as needed for verification of continuing indemnity payments.
11. Subrogation will be investigated and subsequently ruled out or pursued in all cases which may involve third-party negligence with concurrence and consultation with the District.
12. Have a claims office located in the Greater Houston area and/or Texas.
13. Have an insurance adjuster licensed by the Texas Department of Insurance to handle workers' compensation claims. (The adjuster assigned to the Alvin Independent School District account must have at least three (3) years' experience in the field of worker's compensation claims.) Alvin ISD prefers one adjuster to work with, not a team of adjusters.
14. The adjuster must have the ability to conduct on-site investigations.

15. Maintain a claim file on each reported claim which shall be available to the District upon reasonable notice. Such files shall contain all data pertinent to the claim to support the claim's deposition.
16. Provide copies of medical reports, initiation and suspension of compensation and DWC Forms, upon request of the District.
17. Provide all forms necessary for the efficient operation of the program, prepare and file all forms, documents, and papers necessary in defense of the claim.
18. Prepare to represent the District before the Texas Division of Workers' Compensation (DWC) for all hearings and required procedures and attend all proceedings conducted at the local DWC office.
19. Consult with and advise the District regarding proposed settlements.
20. Review all "Employer's First Report of Injury" and determine compensability.
21. Coordinate Return-to-Work with doctor and employer for both modified and full duty.
22. Coordinate with the treating physician and any specialist for any referral, prior authorization, and with the treatment plan in order to keep the claim progressing and to speed up case closure.
23. Assist injured employee with reimbursements for any out-of-pocket expenses including co-pays, prescriptions, and claims submitted to personal health insurance by mistake.

II. MEDICAL COST CONTAINMENT

The following services must be provided:

1. Pre-authorization of specific treatments and services as required by D.W.C. Rule 134.600.
2. Utilization Review, both concurrent and retrospective.
3. Coordinate physician peer review.
4. Nurse Case Management.; telephone and on-site
5. Hospital bill audit.
6. Medical bill audit.
7. Provide rehabilitation and job search coordination when appropriate.
8. Represent the District before medical review division of the D.W.C. as it pertains to medical dispute resolution.

III. CLAIMS PAYMENT

1. Payment of Indemnity Benefits
2. All Medical Bills Reviewed for Compensability

3. All Medical Bills Reviewed for Causal Relation Between Injury and Treatment.
4. All Medical Bills Reviewed for Appropriateness of Treatment per the O.D.G. Medical Treatment Guidelines and whether or not treatment rendered by or at the direction of the "Treating" Physician.
5. Non-Network approved medical bills are adjudicated and paid in accordance to the D.W.C. Medical Fee Guidelines.
6. Check Issued and Mailed with "Explanation of Reviews".
7. Denied Medical Bills are Returned to Provider with "Explanation of Benefits", and Appropriate D.W.C. Notice
8. All Required Information is Transmitted to the TDI/DWC per the Electronic Data Interchange (EDI) requirements.
9. Payment of Benefits on a timely basis as specified by the D.W.C.

IV. ADMINISTRATION AND R.M.I.S.

The administrator will provide for the following:

1. All forms to be completed by the district as required by the D.W.C.
2. File with the D.W.C. and the T.D.I. all forms that are required by entities that self-insure their workers' compensation coverage and remind the district if any DWC form is needed.
3. Carriers' Austin Representative as required by D.W.C. Rule 156.1.
4. On a weekly basis forward to the district a check register or copies of the actual checks written on the District's account.
5. On a monthly basis, forward to the District claims reports that capture the following:
 - Claim number
 - Claimant's name
 - Reserves for indemnity, medical and expense
 - Payments made for indemnity, medical and expense
 - Date of the accident
 - Location of the accident
 - Classification of the employee

 - Part of the body injured
 - Type of injury
 - How the injury occurred
 - Number of claims for that period
4. The administrator shall provide a quarterly statement of the District's expenses. This statement will include payments made to the administrator as well as payments made to any entity that provided service in the areas of Claims Investigation and Management, Medical Cost Containment and Admin.

5. Make all records available, upon reasonable notice, for inspection and/or audit by the District during the contract period.
6. Provide any specific reports asked for or needed by the district upon reasonable notice.
7. Electronic Data Interchange (E.D.I.) with the D.W.C. as required.
8. MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting.
9. Provide the district and the injured employee with an "Claim Acknowledgement Letter" within 2 business days of processing the submitted DWC 1.

GENERAL QUESTIONS

1. Does the company have a direct phone number available to the Risk Management team and to the injured employee for answering claims questions and does this person(s) have expertise to answer questions?
2. Where is the nearest claims office?
3. Does your company provide a representative at D.W.C. hearings and conferences? Is the District notified of each proceeding conference?
4. In what way does your company assist the District in claims investigations?
5. In what ways does your company assist the District in control of medical costs? What services are performed in-house? What services are contracted for?
6. In what ways does your company assist the District in litigation? At what point does your company recommend attorney involvement in defending a claim?
7. In what ways does your company assist the District in subrogation? Is the service provided in-house or contracted for? What is the fee for this service?
8. What is your average case load per adjuster? What percentage is medical only? What percentage is loss time?
9. Are your adjusters on staff or contracted? Under what circumstances, if any, would you use contract services?
10. Define the cost and under what circumstances the contractor will handle run-off claims in the event of termination of the contract?
11. Are the fees quoted for claims investigation and management for the life of the claim? If not, then please explain what it covers and what additional fees can be expected?
12. Is your current claim system compliant with all DWC reporting requirements?

13. What is your definition of Indemnity and a Lost Time claims?
14. For this proposal, are your fees based on Indemnity or Lost Time claims?
15. What is your definition of a “Medical-only”? Are there any other fees associated with medical-only?
16. How does your firm handle claims reported as “Information-Only”?
17. Please name and describe your claims system. How long have you utilized this system?
18. Describe what is included in your standard report package. Please provide examples.
19. Describe any other reporting capabilities such as data extract files and the various file types that are available.
20. Describe the preferred methods of receiving the DWC-1 and DWC-6.
21. Who has the ownership of your organization? Disclose and discuss any change of ownership which may have occurred within the last five (5) years.
22. Does your firm have a current list of occupational medical providers, for both initial treatment, and specialists when needed?
23. Will your firm speak directly with medical providers to discuss specific claims and associated referrals?

COST SUMMARY SHEET

All expenses that are to be paid by the Alvin Independent School District must be identified.

If any expenses are not identified and included in this Bid Proposal Contract, they will be deemed as part of the covered contract price.

PER LIFE OF CLAIM	PER LIFE OF CONTRACT
Report Only	Report Only
Medical Only	Medical Only
Indemnity	Indemnity
Blended Rate	Blended Rate
List any additional fees that may apply to; claims investigation and/or the ongoing management of the claim:	
ADMINISTRATIVE FEES	
Claim Reporting Fee	
Annual Administrative Fee	
Bank Account Fees	
Risk Management Information System – Online Access	
Monthly Data Transfer Fees	
Ad-Hoc Reporting	
MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting Fees	
New Account Implementation Fees	
Data Conversion Fees	
Take over of existing claims;	
Indemnity	
Medical only	
Sunset Fees	
Other (Explain)	

ALLOCATED CLAIMS FEES
Medical bill audit:
Hospital bill audit:
Pharmacy bill audit:
Preauthorization:
Claim Index fees:
Utilization Review:
Nurse case management:
Outside Investigators:
On-site claims investigations:
Attend proceedings before the DWC:
Quarterly claims review meeting at Alvin ISD:
Austin Representative to the DWC:
Certified Healthcare Network:
Any other fees that may be charged to the District:

- *If “No Fee” is being charged for a service, identify that service as “no charge”.*
- *Identify all fees that potentially could be billed to Alvin ISD.*
- *If any expenses are not identified and included in this Bid Proposal Contract, they will be deemed as part of the covered contract price.*

Specify any deviations, additions or alternative fee proposals:

All conditions of this proposal shall be adhered to. Signature of representative authorized to sign and submit:

Company Name

Signature of Representative Authorized to Sign Proposal

Signer's Name (**Please Print**)

Title

Address

City

State

Zip

Phone Number

Fax Number

E Mail Address

BIDDING INSTRUCTIONS

GENERAL CONDITIONS:

1. Unless otherwise specified, all prices are to be firm prices. Other than firm prices will not be considered; however, cash discounts offered may be considered in determining the successful supplier. Cash discount period shall start from date of receipt of acceptable invoice or from date of receipt of acceptable material, whichever is the later.
2. Deviations to Bidding Instructions and/or Terms and Conditions shall be conspicuously noted in writing by the bidder and attached to the proposal.
3. Alvin ISD reserves the right to accept or reject any or all quotations and/or bid proposals by item or in entirety and to waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply an acceptance or rejection of any quotation offer
4. It is understood and agreed that the School District reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this quotation offer as so modified and subsequent thereto.
5. **TERMS OF PAYMENT** - Funds for completed contracts concerning this proposal will be available within thirty (30) days of delivery and acceptance by the district.
6. The School District is exempt from all applicable Federal, State, County and City taxes. All Quotation offers and/or proposals are to be made taking this fact into consideration.
7. **PLEASE NOTE CAREFULLY** - In quoting give complete information in spaces provided, otherwise your quotation offer may not be considered. In evaluating qualified proposals, the following consideration will be taken into account for award recommendations: price, overall quality and value to the District, suitability for the intended use, probability of continuous availability, vendor's service and delivery capabilities. It is not the policy of Alvin ISD to purchase on the basis of low proposals alone. Discount from terms on invoice will not be considered in the evaluation of this proposal.
8. **Alvin ISD reserves the right to determine what is of best value and most advantageous to the school district.**
9. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application the seller shall indemnify and hold harmless the School District from any and all loss, cost, expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sales, or use of such article in violation infringement or the like of rights under such patent, copyright or application.
10. The School District shall not be responsible for any goods delivered or services performed with its purchase order signed by an authorized representative of the Purchasing Department.
11. Alvin ISD reserves the right to award items in groups or "item by item" basis depending on which best affects the school district. Interlocking all-or-none bids by vendors will not be accepted.
12. Alvin ISD reserves the right to award this bid on an "all or none" basis.

SPECIAL TERMS AND CONDITIONS:

1. The items listed are not given to restrict bidding, but only to establish a standard of quality.
2. To evaluate this proposal, any other information/pamphlets/brochures on bid items would be appreciated, if requested these items will be returned upon request after the bidding process is completed.
3. Vendors are encouraged to submit proposals on all items in this packet; however, it is acceptable to bid on only the items of interest to your company.
4. Invoices must reflect proposal price awarded. Should discrepancies occur concerning pricing, the item in question or the entire invoice shall be credited and a correct invoice mailed within fifteen (15) working days.

Send all invoices (in duplicate) to:

Alvin Independent School District
Business Office - Accounts Payable
301 East House
Alvin, Texas 77511

5. Alvin ISD will pay net thirty (30) days from delivery of each shipment or invoicing per completed purchase order, whichever comes first. All invoices must be received in the Business Office on or before **June 15** of each contract year.
6. Alvin ISD reserves the right to modify conditions and specifications by mutual agreement with the selected supplier(s) both at the time of acceptance of this quotation offer as so modified and subsequent thereto.
7. Alvin ISD will have the right to cancel any contract entered into under the terms and conditions of this proposal for any reason at any time on thirty (30) days written notice and justification. Vendor shall have the right to cancel the contract subject to Alvin ISD approval at any time on thirty (30) days written notice and justification. In the event of any actual contract cancellation, Alvin ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.