



**PURCHASING DEPARTMENT**

1200 Broadway Boulevard  
Portland, Texas 78374

**REQUEST FOR PROPOSAL# 2324-01**

**FOR: Property & Casualty Insurance**

**Date of Issue: February 8, 2024**

**You are invited to submit a proposal to provide Property & Casualty Insurance for the Gregory-Portland Independent School District (G-PISD). The initial contract will be for a one (1) year period, beginning on April 15, 2024 and ending on April 15, 2025, with the option to renew for 4 additional one (1) year periods, not to exceed five (5) years total.**

**SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. LOCAL TIME ON March 21, 2024**

Your proposal **MUST** be signed by an individual authorized to contractually bind the firm or individual submitting the proposal. Failure to sign the proposal will cause it to be rejected as NON-RESPONSIVE. Person signing the Proposal should show title or authority to bind his/her firm in a contract.

**RESPONSES WILL NOT BE OPENED OR READ PUBLICLY**

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You are representing to G-PISD that you are authorized to submit this proposal by signing below.

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

Address \_\_\_\_\_ City \_\_\_\_\_

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

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

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

Email \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**REQUIRED SUBMITTAL**

**NOTICE REGARDING SUBMISSION OF RESPONSE TO THIS RFP**

The District recommends you either hand deliver the RFP response to the Purchasing Office

or have it delivered by a courier type service, such as FedEx or UPS, etc., with a recipient's signature and documented time of delivery.

Proposals submitted via the U. S. Postal Service are to be mailed via certified mail return receipt requested to:

**Chris Casarez, Purchasing Coordinator**  
**G-PISD Purchasing Department**  
1200 Broadway Boulevard  
Portland, Texas 78374-0368

Proposals received at the G-PISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. The district shall not be held liable for late proposals.

Oral, e-mail, or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX YOUR SUBMISSION.**

**SUBMIT ONE ORIGINAL, THREE (3) COPIES, AND ONE (1) ELECTRONIC COPY (Flash Drive – no email) OF PROPOSAL.**

**RESTRICTED CONTACT PERIOD**

"Restricted Contact Period" shall mean a prohibition on any communication during the solicitation, evaluation and award process regarding this RFP, between: a. Any person who seeks an award from the District or its affiliated entities including a potential Proposer or Proposer's representative; and b. Any Board member, the Superintendent, senior staff member, principal, department head, director, manager or other District employee who has influence in the evaluation or selection process.

# **TABLE OF CONTENTS**

INSTRUCTIONS TO PROPOSERS	4
GENERAL TERMS & CONDITIONS	7
SPECIFICATIONS	14
Evaluation Criteria	
Proposal Format	
INSURANCE REQUIREMENTS	18
SPECIFICATIONS	19
PROPOSAL RESPONSE FORMS	21
Proposer Information and Checklist	
Proposer Questionnaire	
Property Insurance	
Boiler & Machinery	
ATTACHMENT A: Property Insurance Response Forms	25
ATTACHMENT B: Boiler & Machinery Response Forms	28
EXHIBIT 1: Property Schedule of Values	29
NOTIFICATION OF NO RESPONSE	31
REFERENCES	33
REQUIRED FORMS	34

## 2.0 INSTRUCTIONS TO PROPOSERS

2.1. **PROCESS OVERVIEW:** This section outlines the steps in the procurement process.

Issuance (Public Notices)	<u>February 8, 2024</u>
Completed Proposals Due	March <u>21, 2024</u> <u>2:00 pm</u>
Proposal Acceptance and Award	March <u>25, 2024</u>
Policy Effective Date	April 15, 2024

### 2.2. **DISCUSSIONS /NEGOTIATIONS**

The District's Purchasing Department and key representatives and proposers may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, G-PISD reserves the right to award a contract without discussions/ negotiations. The competitive range and responsiveness of the proposal submitted will be determined by G-PISD's Purchasing Department and the evaluation will include only those initial proposals that the Director determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal.

### 2.3. **QUESTIONS**

Questions shall be sent to the Purchasing Department in writing via e-mail to [ccasarez@g-pisd.org](mailto:ccasarez@g-pisd.org).

### 2.4. **TEXAS PUBLIC INFORMATIONACT**

Gregory-Portland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this Solicitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form – **See Required Forms**. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

### 2.5. **CONFIDENTIAL & PROPRIETARY INFORMATION DECLARATION**

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form – See Required Forms. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form – **See Required Forms**, proposers grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the proposal.

## 2.6. **WITHDRAWAL OF PROPOSAL**

Subject to the restrictions discussed below, the District will consider a WRITTEN request from any Proposer that the Proposer be allowed to withdraw any proposal submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR PROPOSAL SUBMISSION as stated in the Notice of Invitation to Proposal included with this Proposal Invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate his/her title along with his/her signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the Notice of Proposal Invitation. Withdrawal of any proposal allowed by the District will require the completion and signature of a written receipt by the proposer's representative satisfactory to the management or staff of the District before the proposal will be released.

If a Proposer requests to withdraw a proposal and the District allows the withdrawal of the proposal, the Proposer may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in this RFP. If a Proposer resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the Proposer must initial all alterations made to any proposal document. All proposals in the possession of the District at the time proposals are due shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP.

## 2.7. **EXCEPTIONS & DEVIATIONS**

If any **exceptions** are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the **Deviation/Compliance Form (See Required Forms)**, or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the proposer of the RFP as proposed by the District. The District reserves the right to reject an RFP containing exceptions, additions, qualifications or conditions.

## 2.8. **PROPOSED CONTRACT DOCUMENT(S)**

Proposer must include its *proposed contract* (if applicable) in its response to this RFP. Proposer shall also be prepared to submit the contract in MICROSOFT WORD format per request by the District. The contract form should already have been used, and approved with other Texas school districts, other units of local government, and/or State Agencies. This RFP and the Proposer's response ***shall be added*** by reference as an addendum to the Contract.

## 2.9. **LOBBYING**

In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation to the Proposer's response, directly or indirectly, through any contact with school board members or other district official from the date this RFP is released until the award.

## 2.10. **CONFLICT OF INTEREST**

This RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of the District, is at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.

## 2.11. **ASSIGNMENT / DELEGATION**

No responsibility or obligation created by this contract shall be assigned or delegated by the firm without written permission from the District. Any attempted assignment or delegation by the firm shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**2.12. TAX EXEMPTION STATUS:**

G-PISD is exempt from and will not be responsible for payment of any taxes federal excise taxes, state and local sales taxes and use taxes. In the event that taxes are imposed on the goods and/or services purchased, the district will not be responsible for payment of the taxes. The proposer shall absorb the taxes entirely. The district will supply tax exemption information upon request. G-PISD will not pay any taxes, fees, surcharges, or late payment charges incurred as result of billing errors by proposer regardless of any corporate policy, billing statement, tariff, or proposer contractual clause to the contrary.

**2.13. AWARD/EVALUATION OF PROPOSALS**

- a. The Gregory-Portland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous and provides the best value to the District.
- b. The District reserves the right to award to a primary and/or secondary vendor, single proposer, multiple proposers, each line item separately or in any combination it determines to be in its best interest.
- c. Responses and offers must remain open for acceptance for a period of thirty (30) days subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
- d. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the District.

**2.14. COLLUSION / DISQUALIFICATION**

Proposer may be disqualified before or after G-PISD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Proposer's response may also result in disqualification.

**END OF SECTION**

### 3.0 GENERAL TERMS AND CONDITIONS

#### 3.1 TERMS AND CONDITIONS

In submitting an RFP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the Proposer's firm (or the "Firm") and Gregory-Portland Independent School District, hereinafter, "the District". By submitting an RFP, each Proposer agrees to waive any claim it has or may have against the District arising out of or in connection with the administration, evaluation, or recommendation of any RFP; waiver of any requirements under the RFP Documents; acceptance or rejection of any RFPs; and award of Contracts, if any. The District may elect to issue subsequent proposals and approve additional firms for the same or similar items/services during the agreement period if it is determined to be in the best interest of the District.

#### 3.2 COMPLIANCE WITH LAWS

Proposer and the District shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations. All federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulation, including, EDGAR Certifications, are hereby integrated into this Contract.

#### **Student Confidentiality**

Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to awarded Contractor shall be provided in compliance with the requirements and exceptions outlined in FERPA. Contractor must comply with said law and regulations and safeguard student information. Contractor may not disclose student information to a third party without prior written consent from the parent or eligible student. Contractor must destroy any student information received from the District when no longer needed for provision of services to District.

#### 3.3 CONFLICT OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). The District officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Proposers or parties to subcontracts. The District maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

#### 3.4 TEXAS PUBLIC INFORMATION ACT (TPIA).

PROPOSER acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

1. by the District; [or]
2. for the District and the Districts'
  - a. owns the information; [or]
  - b. has a right of access to the information; or
  - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
3. by an individual officer or employee of the District in the officer's or employee's

official capacity and the information pertains to official business of the District.

Proposer is expected to fully cooperate with the District in responding to public information requests. This includes, but is not limited to, providing the District with requested documentation. In the event that the request involves documentation that Proposer has clearly marked as confidential and/or proprietary, the District will provide Proposer with the required notices under the TPIA. Proposer acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

### **3.5 \_RECORD RETENTION**

Proposer shall preserve all records relating to this RFP and/or Contract for a period of seven (7) District fiscal years or for such longer period as may be required by law, after final payment relating to this project.

### **3.6 RIGHT TO AUDIT**

Proposer shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Proposer shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least seven (7) fiscal years from the completion of this Agreement. Proposer will permit District to audit all books, accounts or record relating to this Agreement or all books, accounts or record of any business entities controlled by Proposer that participated in this Agreement in any way. Any audit may be conducted on Proposer's premises or, at District's option; another location. Proposer shall provide all books and records within fifteen (15) days upon receipt of written notice from District.

### **3.7 \_\_ASSIGNMENT**

The successful Proposer may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

### **3.8 \_\_TERMINATION**

The District shall have the right to terminate for default all or part of a resulting contract if the Contractor breaches any of the terms hereof or if the Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the District may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

The District may terminate a resulting contract and debar the Contractor from future "proposals" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

In the event of a material failure by the Contractor to provide services in accordance with the terms of this Request ("**default**"), the District may terminate the award upon ten (10) calendar days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the District. The termination will not be effective if the material failure is fully cured prior to the end of the ten-day period.

Termination by District will not relieve Contractor from liability for any default or breach under a resulting Agreement or any other act or omission of Contractor. If Contractor fails to cure any default within fifteen (15) calendar days after receiving written notice of the default, the District will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor, any and all reasonable expenses incurred in connection with the District's curative actions.

In the event the award is terminated, then within thirty (30) calendar days after termination, Contractor will reimburse the District for all fees paid by the District to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that the District did not receive from Contractor prior to termination.

### **3.9 \_\_DEFAULT AND REMEDIES**

The Firm shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Firm fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP award be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience as provided herein.

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the District to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in San Patricio County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

### **3.10 GRATUITIES**

The District may, by written notice to the Firm, cancel this RFP without liability to Firm if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Firm, or any agent or representative of the Firm, to any Board Member, officer, or employee of the District with a view toward securing a RFP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

### **3.11 FORCE MAJEURE**

Neither Firm nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court

of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

Failure of Firm to fully comply with the terms and provisions of this RFP shall constitute grounds for declaring the Firm in default.

### **3.12 CONTROLLING DOCUMENTS AND INTEGRATION**

The Contract resulting from this solicitation consists of the RFP, including all Addenda, the Proposal submitted by Proposer that is satisfactory to the District, and accepted and awarded by the District, and the District's Contract form(s) which may include, but are not limited to, a written contract, an agreement letter, or a purchase order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY PROPOSER FORM, PROPOSAL, OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE CONTRACT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.**

To the extent that there is any conflict between or among the documents composing the Contract, the contract documents shall be controlling and prevail in the following hierarchy (from most to least authoritative) shall prevail: (i) the District's Contract forms (written contract, agreement letter, or purchase order as applicable); (ii) RFP as provided by the District and all Addenda; and (iii) any Proposal provisions submitted by Proposer and agreed to by the District.

### **3.13 FIXED TERM OF ENGAGEMENT PRICING**

All pricing proposed shall be maximums and be fixed as a maximum rate for the term of the engagement subject to the allowance by the District for the firm to decrease rates at any time.

### **3.14 THIRD PARTY BENEFICIARIES**

Nothing relating to this project shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this request.

### **3.15 INDEMNIFICATION AND HOLD HARMLESS**

Proposer acknowledges and agrees that the District is a Texas Political Subdivision and a local government entity and therefore, is prohibited by the Texas Constitution from indemnifying it or any third parties for any damages arising under this Agreement.

Except as otherwise expressly agreed, Proposer shall defend, indemnify, and hold the District harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Proposer, its agents or employees in the performance of its obligations under a resulting contract. This clause shall survive termination of a resulting contract.

### **3.16 NON-APPROPRIATION OF FUNDS**

Agreement and all Addenda shall be subject to all applicable federal, state and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the state of Texas. The District will make reasonable effort to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that the District does not appropriate funding for the next fiscal year for the services specified in the Addendum, then the affected Addendum shall terminate at the end of the last fiscal year for which funding is appropriated. The rates and charges, terms and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state of Texas.

### 3.17 PAYMENT TERMS

The District pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. Payment will be made within 30 days after the latter of receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- a. Invoice is received at the address indicated on the purchase order
- b. Pricing on the invoice matches the price on the purchase order
- c. Include a description of the goods or services provided, the purchase order number, invoice number and any applicable cash discount.
- d. Quantities on the invoice do not exceed those specified on the Purchase Order
- e. Unique invoice number used for each billing
- f. Merchandise has been received and accepted or service performed.
- g. Description of goods and services on the invoice shall match the description on the Purchase Order.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

Proposer agrees to pay any subcontractors the appropriate share of the payment received from the District not later than the tenth (10th) day after the date Proposer receives the payment from the District. The exceptions to payments made by the District listed in Tex. Gov't Code Section 2251.002 shall apply to this Contract.

### 3.18 INVOICES:

Proposer's invoices **must** contain the appropriate purchase order number of the District on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Proposer for correction. Corrected invoices will be subject to the same payment provisions as original invoices. A delay of payment may result if Proposer presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Proposer.

**Invoices are to be mailed for payment of delivery to:**

**3.19 3.19 CHANGE ORDERS/AMENDMENTS**

The District reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Once the performance of the Contract has begun, any change orders or requests will be made in accordance with Tex. Educ. Code Section 44.0411 and applicable the District procedures and policies. Any changes to a purchase order shall be communicated to Proposer by the issuance of a formal change purchase order. Only an authorized District procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to Proposer. If Proposer acts, or attempts to act, upon receiving a modification/amendment on the direction of a District employee who is not authorized to make changes, Proposer does so at his or her own risk or peril and risks termination of the Contract for cause. No amendment of this Contract shall be permitted unless and until first approved in writing by the District, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the Superintendent or designee after any necessary approvals have been obtained from the District Board of Trustees.

**3.20 GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS**

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in San Patricio County, Texas. Each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court.

**3.21 ATTORNEY FEES**

In connection with the District's defense of any suit against it and/or the District's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Contract, in which the District prevails as to all or any portion of its defense(s), claims, counterclaims or actions, the District shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action. Likewise, in connection with Proposer's defense of any suit against it and/or Proposer's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Contract, in which Proposer prevails as to all or any portion of its defense(s), claims, counterclaims or actions, Proposer shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

**3.22 NOTIFICATION OF MATERIAL CHANGE**

Proposer is required to notify the District when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**SERVICES COVERED BY THE CONTRACT RESULTING FROM THIS RFP WILL BE IN**

**EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING CONTRACT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. PROPOSER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING CONTRACT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE CONTRACT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S**

3.23

**WARRANTIES: PROPOSER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE CONTRACT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING CONTRACT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. PROPOSER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING CONTRACT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE CONTRACT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S PROCUREMENT DEPARTMENT.**

**END OF SECTION**

## SPECIFICATIONS & SCOPE OF SERVICES

### Property & Casualty Insurance

#### General Information

##### General Conditions

- A. The Gregory-Portland Independent School District (**hereafter referred to as the District**) is requesting proposals for excess property & casualty insurance.
- B. All relationships between your firm and any firm offering coverage must be revealed, as well as any commission payments or fees that will be paid to the proposer as a result of this bid award.
- C. Proposers must submit one original and two copies (three complete sets) and one electronic copy of the proposal and **must be contained within a 3-ring notebook binder in a sealed envelope. Proposal format should include tabs within the 3-ring notebook binder to coincide with the format and content listed on pages 16 and 17.**
- D. Proposals must be plainly marked on the outside of the envelope: **“RFP #2324-01 PROPERTY & CASUALTY INSURANCE.”**
- E. The District reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to the proposer that best serves the interests of the district. The District may negotiate with proposers as deemed advisable or necessary.
- F. All proposals must be submitted on the **Proposal Forms** attached hereto, in accordance with all specified conditions. The initial contract will be for a one (1) year period, beginning on April 15, 2024 and ending April 15, 2025. It will be renewable for 4 successive one- (1) year periods based upon the same terms and conditions at the discretion of the District, subject to funding and Board of Trustees approval. The contract, and any proposed changes, shall be reviewed prior to renewal each and every year and any changes made must be agreed to by both parties.
- G. Any restrictions, deviations or other modifications which either restrict or broaden coverage must be shown separately and explained in writing. Failure to attach any modifications or deviations to the specifications of this proposal will indicate your acceptance of the specifications as written.
- H. Proposers are required to submit specimen agreements/contracts that the District will be requested to sign in order to participate in your program.
- I. Due care and diligence has been used in the preparation of these specifications and the information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the proposer. The District and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the proposer to determine the full extent of the exposures.
- J. In evaluating proposals, the District shall consider the following criteria contained in Section 44.031 (b) Tex Educ Code. All scores are 0-10 points per criterion, multiplied by the weight percentage. A 5 equals a neutral score when applicable.

	<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>
1	<b>The purchase price;</b> a. The Annual Premium	50
2	<b>The reputation of the vendor and of the vendor's goods or services;</b> a. Service to like kind entities b. Length of time in industry c. Reference checks	<u>10</u>
3	<b>The quality of the vendor's goods or services</b> a. AM Best Minimum rating of A- = 3 points, A = 5, and A+ = 7 b. Completeness and compliance to solicitation	<u>15</u>
4	<b>The extent to which the goods or services meet the district's needs</b> a. Complete response forms for all coverages being offered and include descriptions/documentation clearly describing services/plans offered and pricing	15
5	<b>The vendor's past relationship with the district</b>	<u>5</u>
<u>6</u>	<b><u>Proposal Packet</u></b> a. <u>Presentation of all requested items, forms and any additional information relevant to the success of the project.</u>	<u>5</u>
		<u>100</u>

## P r o p o s a l Format and Content

Proposers are required to provide information in their Proposals in the format outlined below. You may also provide any additional sales and engineering documentation you deem relevant to the service being provided.

<b>1. Executive Summary,</b>	<ul style="list-style-type: none"><li>a. Cover Page/Letter of Transmittal - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description. State if business is local, national, or international and indicate the business legal status (corporation, <u>partnership</u>, etc.).</li> <li>b. FIRM OVERVIEW - Define the overall structure of your firm to including:<ul style="list-style-type: none"><li>1. A descriptive background of your company's history;</li><li>2. Principal business location and any other service locations;</li><li>3. Primary line of business;</li><li>4. Length of time you have been selling proposed product(s) and/or providing proposed service(s) described in this document;</li><li>5. Number of locations and where proposed product/services are in use.</li></ul></li></ul>
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<p><b>2. Experience and Qualifications</b></p>	<p>Specify the number of years the Proposer has been in business. Identify the Proposer's qualifications to perform the services identified in this RFP.</p> <p>List a minimum of three (3) references for Texas school districts and similar previous clients similar in size and scope for which the proposer has provided requested services. With each reference, provide a brief description of coverages and services provided. References should include at least two (2) projects similar to that described by these specifications.</p> <p>Identify the specific <u>individual(s)</u> who would serve the district as a primary point of contact and responsible for the service of the Proposer. Include the name, brief description of duties, phone number, and email address. An organizational chart with proposal identifying the duties and responsibilities of personnel and organizations employed to effectively implement coverages and services requested.</p>
--	---

<p><b>3. Suitability of coverage, service</b></p>	<p>a. Quality of Responses to <u>Proposer Questionnaire</u></p> <p>b. <u>Implementation Plan</u>. Proposer shall detail their implementation plan and specific timelines to be followed, including a transition plan if selected Proposer is different than the current provider</p> <p>Extent to which goods and services meet the District's needs. Complete response forms for all coverages being offered and include descriptions/documentation clearly describing services/plans offered and pricing</p>
<p><b>4. Pricing of services and total long- term cost</b></p>	<p><u>Price Summary</u>. Proposer must supply all pricing in this proposal response.</p> <p>a. Proposer shall complete the Cost Proposal Details.</p> <p>b. Proposer's proposed <u>Annual Cost and The Annual Premium</u> to the district to provide services</p> <p>c. Proposer's information regarding price/cost escalation and/or decreases delineated by year.</p>

<p><b>6. Acceptance of RFP &amp; Contract Terms &amp; Conditions</b></p>	<p><u>RFP Exceptions</u>. Proposer is to prepare a list of any exception to any item in the RFP that the Proposer is unable to accept. Proposer fully accepts and will comply with each requirement of the RFP not listed as an exception in this proposal response.</p> <p>Provide a statement accepting all terms and conditions within the RFP document to include acceptance of the contract form or detail all exceptions/deviations and the rationale for the deviation.</p>
<p><b>7. Other Information</b></p>	<p>a. Forms. Include All Required Forms  b. <u>RFP Addenda, if any</u></p> <p>Include any other information you believe will assist <u>the District</u> in evaluating your proposal.</p>

## INSURANCE REQUIREMENTS

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the District. The vendor shall furnish to the District's Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Chris Casarez, Purchasing Coordinator  
1200 Broadway Boulevard  
Portland, Texas 78374-0368

- B. All insurance shall be purchased from an insurance company that meets a financial rating of A- or better as assigned by A.M. Best Company or equivalent.
- C. INSURANCE: The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the District against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the District. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation. Proposer shall provide a *Certificate of Insurance* naming the District as "Certificate Holder" to reflect the following: Professional Liability, Commercial General Liability, Workers Compensation and Auto Liability Insurance.

## SPECIFICATIONS

Coverages sought include:

### **Property**

Building & Contents  
Equipment Breakdown  
Solar, Wind Turbines, and Geothermal systems  
Flood  
Earthquake  
Terrorism  
Inland Marine  
Electronic Data Media/Equipment Protection  
Extra Expense

Proposers and/or insurers shall be duly licensed and comply with all applicable Texas insurance laws and requirements of the Texas State Board of Insurance.

The District serves approximately 5,000 students and employs approximately 800 employees and has an annual budget of approximately \$60 million.

The District is governed by an elected seven (7) member Board of Trustees who appoint a Superintendent to manage the daily operations.

## **INSURANCE SPECIFICATIONS**

At minimum, the District prefers to obtain specifications identical to the current coverages, as well as automatic coverage on newly acquired property. Please note any difference that does not meet or exceed specifications on the “Deviations” sections of the response forms.

### **Insured**

Gregory-Portland Independent School District

1200 Broadway Boulevard

Portland, TX 78374-0368

### **Property and Contents Coverage**

- **Property Covered** - See attached Exhibit 1
- Blanket coverage on buildings, contents and auxiliary structures at all locations including on-site improvements such as fences, light poles, and bleachers.

### **Equipment Breakdown**

- Unless otherwise indicated, should include electrical, mechanical and pressure equipment. It should include both Real Property, such as heating, cooling and electrical systems, and Personal Property, such as office and process equipment.
- **Basis of Recovery** – Repair or Replacement



**RFP#2223-01 PROPERTY & CASUALTY INSURANCE**

**PROPOSER INFORMATION AND CHECKLIST**

**PROPERTY & CASUALTY INSURANCE PROGRAM**

**RFP #2324-01**

Proposer Name \_\_\_\_\_

Proposer Address \_\_\_\_\_

Website Address \_\_\_\_\_

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

Carrier \_\_\_\_\_ A.M. Best Rating \_\_\_\_\_

Contact for this proposal

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Number of years program has been offered: \_\_\_\_\_

Proposer is a:      sole proprietorship  
                       partnership  
                       corporation  
                       \_\_\_\_\_

Proposer is:        an agent  
                       a principal

Proposed staffing with names is attached.

Signed Proposal Form is attached.

[ ] Exceptions to specifications or alternate proposals are attached.

## PROPOSER QUESTIONNAIRE

**Please answer the following questions regarding your insurance agency or risk pool:**

1. Who will have primary responsibility for the District's account?
  - a. Number of years in the insurance business:
  - b. Educational background and Insurance certifications:
  - c. Number of other public entities serviced:
2. Who will be the back-up person for the District's account?
  - a. Number of years in the insurance business:
  - b. Educational background and Insurance certifications:
  - c. Number of other public entities serviced:
3. How many Texas school districts does your agency (this office, if a national broker) provide coverage on behalf of?
4. What is your (this office, if a national broker) estimated premium volume with Texas school districts?
5. How many years has your agency been licensed to conduct fire/casualty insurance in Texas?
6. Will you provide an annual summary of premiums and losses by coverage if requested?
7. Please attach a copy of the following documents:
  - a. A copy of the agent's current insurance license.
  - b. A certificate for the agent's errors and omissions coverage.
8. Please list any added benefits included with the proposal by your agency or the carrier (e.g., loss control services, training, appraisal services, etc.).
9. Self-Insurance Pools and Cooperatives

Submit the following information, if applicable. Self-Insurance Pools are required to include responses to the questions listed below. Failure to do so will result in disqualification:

- Is the pool rated by an independent financial rating agency, such as AM Best or S & P?
- If so, what is the rating for the pool (Not the Reinsurer)?
- Does the Texas Department of Insurance (TDI) conduct financial or operational oversight of the pool?

- Does the State Insurer Insolvency Fund protect pool members from pool insolvency?
- Is your pool reviewed and rated by any independent agency?
- Provide copies of the pool's excess/reinsurance policy to include clear disclosure of aggregate deductible levels for all members.
- Provide a copy of your last two independent audited financial reports.
- Provide an explanation and details about the pool's reinsurance program to include names of participating carriers and Shared Loss Fund Attachment points by line of insurance coverage.

**ATTACHMENT A-1  
G-PISD  
PROPERTY INSURANCE RESPONSE FORM**

**SCOPE OF COVERAGE:** Blanket coverage on buildings, contents, and auxiliary structures at all locations including on-site improvements such as fences, light poles and bleachers.

	<b>Option I</b>	<b>Option II</b>	<b>Option III</b>
<b>Policy Limit</b>	<b>Total Value</b>	<b>Total Value</b>	_____
<b>Deductible</b>	<b>\$ 50,000</b>	<b>\$100,000</b>	_____
<b>Annual Premium</b>	_____	_____	_____
<b>2nd Year Premium</b>	_____	_____	_____
<b>3rd Year Premium</b>	_____	_____	_____
<b>Annual Aggregate</b>	_____	_____	_____
<b>Rate @ \$100 Property Value</b>	_____	_____	_____
<b>Wind/Hail Deductible</b>	_____	_____	_____

**Name of Insurance Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Current A.M. Best Rating:** \_\_\_\_\_

**Texas License No.** \_\_\_\_\_

**Claims Office Location** \_\_\_\_\_

Specimen Policy Attached - All endorsements and exclusions included	Yes	_____	No	_____
Insurance Company's Latest Audited Financial Statement Attached	Yes	_____	No	_____
Descriptions of Deviations Attached	Yes	_____	No	_____

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

---

**Printed Name & Title**

---

**Printed Name of Broker Agency**

## ATTACHMENT A-2

### G-PISD QUESTIONS AND DEVIATIONS TO SPECIFICATIONS PROPERTY INSURANCE

**Directions:** Please answer the following questions and use the space provided to explain any, and all, deviations or differences as may be indicated between the specification requirements in G-PISD RFP #2223-01 and your proposal. Responses to questions stating “see policy” will not be accepted. This form MUST list all exceptions to the specifications by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied on this page.

1. Is this proposal providing “all risk” (including theft) coverage?
2. Is the policy Blanket or Scheduled coverage?
3. Is there a co-insurance clause applicable to property coverage?  
If yes, what is the co-insurance percentage? \_\_\_\_\_
4. Is the basis of recovery replacement cost, both on building and contents?
5. Is newly acquired or constructed property covered?  
Limit: \_\_\_\_\_
6. Does the policy include demolition cost?  
Limit: \_\_\_\_\_
7. Does the proposal include a debris removal clause?  
Limit: \_\_\_\_\_
8. Does the policy have an extension of coverage for property off premises?  
Limit: \_\_\_\_\_
9. Will a joint loss agreement be available if the insurer is not the Boiler & Machinery carrier?
10. Is Earthquake Coverage included / available?  
Limit applicable: \_\_\_\_\_  
Deductible: \_\_\_\_\_  
Additional Premium: \_\_\_\_\_
11. Is Flood Coverage included / available?  
Limit applicable: \_\_\_\_\_  
Deductible: \_\_\_\_\_  
Additional Premium: \_\_\_\_\_
12. Is Employee Crime Coverage included?
13. Is Money & Securities coverage included?  
If yes, does it cover accounting errors or omissions?
14. Does the policy include environmental claims such as those formold?

15. Does the insurance program include multiple carriers and layers? If so, please identify the carriers and their participation in the insurance program.
16. Does the insurance program include an arbitration provision?
17. Does the insurance program include jurisdiction or venue provisions other than the state of Texas and San Patricio County?

**Please note deviations below. If no exceptions are noted then state "NONE," sign form and include in proposal submission.**

---

Authorized Signature

---

Printed Name and Title

---

Company

---

Date

ATTACHMENT B-1

G-PISD  
BOILER & MACHINERY (EQUIPMENT BREAKDOWN) RESPONSE FORM

**SCOPE OF COVERAGE:** Comprehensive on a blanket, repair or replacement basis of all steam boilers, hot water boilers and heaters, other pressure vessels and refrigeration units. Coverage will be for sudden and accidental breakdown manifested by physical damage that necessitates repair or replacement.

	Option I	Option II	Option III
Policy Limit:	\$100,000,000	_____	_____
Deductible	\$10,000	_____	_____
Annual Premium	-	_____	_____
2nd Year Premium	-	_____	_____
3rd Year Premium	-	_____	_____

Name of Insurance Company \_\_\_\_\_

Address \_\_\_\_\_

Current A.M. Best Rating: \_\_\_\_\_

Texas License No. \_\_\_\_\_

Claims Office Location \_\_\_\_\_

Specimen Policy Attached - All endorsements and exclusions included	Yes	_____	No	_____
Insurance Company's Latest Audited Financial Statement Attached	Yes	_____	No	_____
Descriptions of Deviations Attached	Yes	_____	No	_____

Signature of Authorized Representative

Date

Printed Name & Title

Printed Name of Broker Agency

**ATTACHMENT B-2**

**G-PISD  
DEVIATIONS TO SPECIFICATIONS  
BOILER & MACHINERY INSURANCE**

*Directions:* Please use this page to explain any and all deviations or differences as may be indicated between the specification requirements in G-PISD RFP# 2324-01 and your proposal. This form **MUST** list all exceptions to the specifications by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied on this page.

**If no exceptions are noted then state "NONE," sign form and include in proposal submission.**

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

Property & Casualty Insurance

G-PISD

1200 Broadway Boulevard

Portland, TX 78374-0368

*If applicable, please sign and return this form to the attention of:*

Chris Casarez, Purchasing Coordinator (at the above address)

The District would appreciate receiving this notification to better utilize our resources in corresponding with potential vendors throughout the solicitation process.

After a review of **RFP #2324-01**, it was decided that there would not be a response to the request for proposal. The decision is based upon one or more reasons checked below.

-

1. Unable to meet specification for:

Vendor qualification YES \_\_\_\_\_ NO \_\_\_\_\_

Coverages specified YES \_\_\_\_\_ NO \_\_\_\_\_

Timeline YES \_\_\_\_\_ NO \_\_\_\_\_

2. Unable to utilize desired markets YES \_\_\_\_\_ NO \_\_\_\_\_

3. Able to, but just prefer not to respond YES \_\_\_\_\_ NO \_\_\_\_\_

4. Other

Any elaboration to the above would be most appreciated. The District wants to receive feedback to consider for future solicitations. Please use the space below to share your comments.

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

Signature

Printed Vendor Name & Phone Number

Printed Name & Title of Signature

**REFERENCES**

**REFERENCES #1:**

School district Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone Number of Contact Person: \_\_\_\_\_

E-Mail Address of Contact Person: \_\_\_\_\_

Contract period? \_\_\_\_\_

**REFERENCES #2:**

School district Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone Number of Contact Person: \_\_\_\_\_

E-Mail Address of Contact Person: \_\_\_\_\_

Contract period? \_\_\_\_\_

**REFERENCES #3:**

School district Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone Number of Contact Person: \_\_\_\_\_

E-Mail Address of Contact Person: \_\_\_\_\_

Contract period? \_\_\_\_\_

## **Required Forms**

- 1. Agreement funded by US Federal Grant**
- 2. Proposer Questionnaire regarding Contract Terms**
- 3. Deviation/Compliance Signature Form**
- 4. Confidentiality Declaration Form**  
**Commitment to Provide Insurance**
- 5. HB Form 1295**
- 6. Certification for Criminal History  
Check**
- 7. Non-Collusive Bidding Certificate**
- 8. Legal Compliance**
- 9. Conflict of Interest Disclosure Statement**
- 10. Notice of Conflict of Interest**
- 11. Family Conflict of Interest Questionnaire**
- 12. Campaign Contribution Disclosure Form**
- 13. Chapter 2252 Certification**
- 14. Chapter 2270 (Boycott) Verification  
Form**
- 15. Vendor Affidavit**
- 16. Suspension or Debarment Certificate**

**ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONSE,  
OR THE RESPONSE WILL BE DEEMED NONRESPONSIVE.**

## RFP #2324-01 Property & Casualty Insurance

### AGREEMENT FUNDED BY U.S. FEDERAL GRANT (NON-CONSTRUCTION CONTRACTS)

The Gregory-Portland Independent School District (“the District”) is required to obtain certain certifications from organizations receiving District payments paid from federal funds budgets. Pursuant to Circular A-110, all contracts, including small purchases, awarded by the District and the District’s sub-Proposers shall contain the procurement provisions of Appendix A to Circular A-110, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the agreement, dated [date] (the “Agreement”), between the District and [name of Proposer] (“Proposer”) in all situations where the Proposer has been paid from federal funds.

**1. Equal Employment Opportunity** – In fulfilling its obligations under the Agreement, Proposer shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**2. Rights to Inventions Made Under a Contract or Agreement** – To the extent that the Agreement requires the performance of experimental, developmental or research work, Proposer agrees that the District shall have rights in any resulting invention in accordance with 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 District from which received financial assistance to carry out the work contemplated by the Agreement.

**3. Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), as amended** – In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 *et seq.*). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

**4. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)** - In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the Proposer.

**5. Debarment and Suspension (E.O.s 12549 and 12689)** – Proposer certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and Proposers declared ineligible under statutory or regulatory authority other than E.O. 12549. Proposers with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**6. Access to Records** – Proposer agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Proposer that are directly pertinent to Proposer’s discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

**7. Applicability to Sub Proposers** – Proposer agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

Company Name

---

Corporate Officer’s Signature

---

Printed Name

---

Street Address

---

City, State and Zip Code

---

## PROPOSER QUESTIONNAIRE

1. Is your company certified by the state of Texas? \_\_\_\_\_ Yes \_\_\_\_\_ No
2. Proposer's principal place of business (or main corporate office) is located in state of \_\_\_\_\_.
3. Is proposer's principal place of business located within the boundaries of the Gregory-Portland Independent School District? \_\_\_\_\_ Yes \_\_\_\_\_ No
4. Does your firm employ at least 500 persons in state of Texas? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. Is your firm willing to honor the terms and conditions of this contract if awarded contract as an alternate? \_\_\_\_\_ Yes \_\_\_\_\_ No
6. Does your firm fit the IRS definition of an independent Proposer? \_\_\_\_\_ Yes \_\_\_\_\_ No





**COMMITMENT TO PROVIDE INSURANCE  
AFFIDAVIT RFP  
# 2324-01**

By submitting a proposal response and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

---

*If the above ten-day requirement is not met, the District's Purchasing Department has the right to reject this proposal and award the contract to the next firm meeting all requirements. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Purchasing Department at (361) 777-1091 x-1039.*

---

Proposers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Texas Education Code Chapter 22  
Certification for Criminal History Check**

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Proposers must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

**Definitions: Covered employees:** Employees of a Proposer or sub-Proposer who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

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

On behalf of \_\_\_\_\_ ("Proposer"), I certify that

[check one]:  None of the employees of Proposer and any sub Proposers are *covered employees*, as defined above. If this box is checked, I further certify that Proposer has taken precautions or imposed conditions to ensure that the employees of Proposer and any sub Proposer will not become *covered employees*. Proposer will maintain these precautions or conditions throughout the time the contracted services are provided.

**Or**  
 Some or all of the employees of Proposer and any sub Proposer are *covered employees*. If this box is checked, I further certify that:

- (1) Proposer has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Proposer receives information that a covered employee subsequently has a reported criminal history, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Proposer will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

---

Company Name \_\_\_\_\_ Printed Name of Company Representative \_\_\_\_\_

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATE**

---

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

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. 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;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. 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.

**Signature below certifies accuracy of answers to all sections on this page.**

---

Authorized Signature

Printed Name

---

Company Name and Address

---

Telephone Number

Date

## LEGAL COMPLIANCE

---

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to the District?

YES \_\_\_\_\_ NO \_\_\_\_\_

**Signature below certifies accuracy of answers to all sections on this page.**

---

Authorized Signature

Printed Name

---

Company Name and Address

---

Telephone Number

Date

**Notice to Proposers**  
**Conflict of Interest Disclosure Statements**  
**Texas Local Government Code, Chapter 176**

Proposers are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the Proposer's company and an officer of the District. Proposers are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Conflicts of interest exist if:

1. the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2. the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from Proposers regarding each affiliation or business relationship between the Proposer and:

1. an officer of the District;
2. an officer of the District that results in the *officer or family member* receiving taxable income;
3. an officer of the District that results in the *Proposer* receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or Proposer of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, *or* submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Proposer also shall file an updated questionnaire:
  - a. not later than September 1 of each year in which a covered transaction is pending, and
  - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A Proposer is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Gregory-Portland Independent School District:

Tim Flinn, President  
Carrie Gregory, Vice President  
Melissa Gonzales, Secretary  
Lora Deluna, Trustee  
Nicole Nolen, Trustee  
Mark Roach, Trustee  
Zach Simmons, Trustee  
Dr. Michelle Cavazos-, Superintendent of Schools

If you are required to file, send the completed form to Gregory-Portland Independent School District, Chris Casarez Purchasing Coordinator, 1200 Broadway Boulevard, Portland, Texas 78374.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM  
CIQ

For Proposer or other person seeking to do business with local governmental entity

<b>Name of Person Completing Form:</b>	(Required Field)
<b>Name of Company Completing Form:</b>	(Required Field)

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

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

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

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

**OFFICE USE ONLY**

Date Received: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

**2 Check this box if you are filling an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 \_\_\_\_\_ has employment or business relationship:**

(List Name of Officer in space provided above)

If naming government officer above, completion of A, B, C & D below is required. If no conflict, check box at line 4 below.

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

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

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

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

Yes  No

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

**4  Check here if you are NOT reporting a conflict with any government officer of the District**

**5 \_\_\_\_\_**

Signature (Required)

Date

**NOTIFICATION OF NO CONFLICT OF  
INTEREST RFP # 2324-01**

**G-PISD**  
1200 Broadway  
Boulevard  
Portland, TX  
78374- 0368

If applicable, please sign and return this form to the attention of:  
**Chris Casarez, Purchasing Coordinator**  
(at the above address)

The District requires this notification to document the Proposer's acknowledgement of requirements of Texas Government Code, Section 176.00 of the Texas Local Government Code for disclosure of Conflicts of Interest. Submission of this form is an affidavit that the Proposer submitting this form is stating that no conflict exists, as detailed in Texas Local Government Code Section 176.006 (a).

***This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.***

\_\_\_\_\_ (        ) \_\_\_\_\_ (        )  
Company (Print or Type) Phone Fax

\_\_\_\_\_ Date

\_\_\_\_\_  
Printed Name & Title of Signature

**THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)**



**FAMILY CONFLICT OF INTEREST QUESTIONNAIRE RFP # 2324-**

**01**

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Purchasing Department not later than the seventh (7<sup>TH</sup>) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual’s immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services: Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee’s family) (please include name and sufficient information that will allow proper identification of any named individual):

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services: Identify each and every full-time District employee (and any member of the employee’s family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual):

If more space is required please attach a second page. If the answer to any question is none, or not applicable, please write “None” or “Not Applicable” in the space reserved for that answer.

“I certify that the answers contained in this questionnaire are true and correct.”

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

Entity: \_\_\_\_\_

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

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

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

Certified this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

Notary Public

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP # 2324-01**

**RFP for Property & Casualty Insurance**  
*Please sign and include this form in your response:*

A prospective Proposer seeking to enter into a contract to provide services for the Gregory-Portland Independent School District (“the District”) must file this form with the District’s Purchasing Department. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Proposer must disclose whether they, a family member or a representative of the prospective Proposer has made a campaign contribution to any current Board of Trustee member of the District during the two years prior to the date on which the Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer, to the current Board of Trustee member of the District exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the District may cancel a solicitation or proposed award for a proposed contract, or a contract that is executed may be terminated if: 1) a prospective Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer gives a campaign contribution or any other thing of value to any Board of Trustee member of the District during the pendency of the procurement process or 2) a prospective Proposer fails to submit a fully completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM.

THIS FORM MUST BE INCLUDED IN THE RESPONSE FOR THIS REQUEST FOR PROPOSALS FOR FINANCIAL ADVISOR SERVICES AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective Proposer, if the prospective Proposer is a natural person; or (b) an owner of a prospective Proposer.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective Proposer” means a person or business that is subject to the competitive sealed proposal process set forth in the Purchasing Code or a person or business that is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective Proposer” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Proposer, or an employee or agent of the prospective Proposer acting on behalf of the prospective Proposer.

Applicable current Board of Trustees of the Gregory-Portland Independent School District:

Tim Flinn, President  
Carrie Gregory, Vice President  
Melissa Gonzales, Secretary  
Lora Deluna, Trustee  
Nicole Nolen, Trustee  
Mark Roach, Trustee  
Zach Simmons, Trustee  
Dr. Michelle Cavazos-, Superintendent of Schools



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

### **DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:**

Contribution(s) made by:

---

Relation to Prospective Proposer:

---

Date(s) Contribution(s) Made:

---

Amount(s) of Contribution(s):

---

Nature of Contribution(s):

---

Purpose of Contribution(s):

---

(Attach extra pages if  
necessary)

---

Signature

---

Date

---

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to any applicable Board of Trustees member of the District by me, a family member or representative of this prospective Proposer.

---

Signature

---

Date

# SB 252

## CHAPTER 2252 CERTIFICATION

As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must complete the following:

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law.

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

I, \_\_\_\_\_, the undersigned and representative

of \_\_\_\_\_  
(Company or Business Name)

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

## **CHAPTER 2270 (BOYCOTT) VERIFICATION FORM:**

This form contains a requirement for vendors competing on government contracts to declare that, at the time of they are seeking to contract with a government entity they 1) do not boycott Israel, and 2) they will not boycott Israel during the term of the contract with the government entity. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.* This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89. (pursuant to Texas Government Code §2270 and §808.001).

Chris Casarez,  
**Purchasing Coordinator**  
1200 Broadway Boulevard  
 Portland, Texas 78374

**REQUEST FOR PROPOSALS # 2324-01 ~~Property & Casualty Insurance~~**

**Chapter 2270(BOYCOTT)  
 VERIFICATION**

The undersigned authorized representative of the company named below (hereinafter referred to as Company), pursuant to Texas Government Code Chapter 2270, verifies, represents and warrants to the District that the Company:

1. Does not boycott Israel, and;
2. Will not boycott Israel during the term of the contract (if any) between the above-named Company, business or individual with the Gregory-Portland Independent School District

This statement will also be included in any contract that may result from this procurement.

*Pursuant to Texas Government Code Sections 2270.001 and 808.001:*

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

**THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE D I S T R I C T , ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON THE DISTRICT'S RELIANCE ON THIS VERIFICATION.**

\_\_\_\_\_  
 Signature of Company Representative

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Title

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

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

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

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with the District.

# AFFIDAVIT

The undersigned swears/affirms that the foregoing information and statements are true and correct and include all material and information necessary to identify and explain the operations of (name of firm) \_\_\_\_\_ as well as the ownership thereof.

Further, the undersigned agrees to permit the Gregory-Portland Independent School District (the District) to interview owners, principals, officers and employees; and to audit or examine books, records and files of the above firm.

If at any time the District has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statement, the District may refer the matter to its General Counsel or take other action.

*NOTE: Under Title 18 U.S.C. Section 1001 and Title 15 U.S.C. Section 645, any person who misrepresents a firm's status as a small disadvantaged business concern or makes false statements in order to influence the certification process in any way to obtain a government contract, shall be subject to fines of up to \$500,000 and imprisonment of up to 10 years, or both.*

The burden of proof of control and management of the business is on the applicant. The District reserves the right to request any additional information it deemed necessary to determine if a firm is certifiable. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the processing of your application for certification.

_____ Name	_____ Signature
_____ Title	_____ Date

Date \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_

On this day before me appeared (name) \_\_\_\_\_ with proper identification, who being duly sworn, did execute the foregoing affidavit and did aver that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute this affidavit and did so as his or her free act/deed.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires:  
\_\_\_\_\_

## SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to, or in excess of, \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the proposer:

- Certifies the owner/operator has not been convicted of a felony except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034 Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (Sec. 36)

Vendor Name \_\_\_\_\_

Authorized Company Official's Name \_\_\_\_\_

Authorized Company Official's Signature \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_

## Gregory Portland ISD - 04/15/2023 - 04/15/2024

Building	Bldg #	Address	City	Zip	Vacant	# Story	Built	Sq. Ft.	Sprinklered	Building Value	Contents Value	Total Value
Old T.M. Clark Elementary Wing A	1B	608 College St	Portland	78374	Yes	1	1955	2,704		\$319,457	\$ -	\$319,457
Gregory-Portland High School Main	2A	4601 Wildcat Dr	Portland	78374		2	2002	258,257		\$39,475,543	\$7,895,109	\$47,370,652
Gregory-Portland High School New Wing Addition		4601 Wildcat Dr	Portland	78374		2	2021	30,555	No	\$5,422,068	\$1,084,400	\$6,506,468
Gregory-Portland High School Vocational 2B	2B	4601 Wildcat Dr	Portland	78374		1	2002	6,954		\$688,223	\$137,645	\$825,868
Gregory-Portland High School Mechanical	2C	4601 Wildcat Dr	Portland	78374		1	2002	3,922		\$469,463	\$199,946	\$669,409
Gregory-Portland High School Light Poles and Lights (32)		4601 Wildcat Dr	Portland	78374						\$128,000	\$ -	\$128,000
Gregory-Portland High School Baseball / Softball Light Poles and Lights		4601 Wildcat Dr	Portland	78374						\$220,000	\$ -	\$220,000
Gregory-Portland High School Baseball / Softball Fencing		4601 Wildcat Dr	Portland	78374						\$210,000	\$ -	\$210,000
Gregory-Portland High School Baseball / Softball Scoreboards		4601 Wildcat Dr	Portland	78374						\$25,000	\$ -	\$25,000
Gregory-Portland High School Baseball / Softball Bleachers		4601 Wildcat Dr	Portland	78374						\$26,000	\$ -	\$26,000
Gregory-Portland High School Football Light Poles and Lights		4601 Wildcat Dr	Portland	78374						\$340,000	\$ -	\$340,000
Gregory-Portland High School Football Fencing		4601 Wildcat Dr	Portland	78374						\$43,200	\$ -	\$43,200
Gregory-Portland High School Football Scoreboards		4601 Wildcat Dr	Portland	78374						\$30,000	\$ -	\$30,000
Gregory-Portland High School Football Bleachers		4601 Wildcat Dr	Portland	78374						\$1,200,000	\$ -	\$1,200,000
George W. Harris All Sports Complex		4601 Wildcat Dr	Portland	78374						\$3,600,000	\$540,000	\$4,140,000
CTE - Career & Technology Education		4601 Wildcat DR	Portland	78374		1	2021	22,505	Yes	\$8,219,968	\$821,997	\$9,041,965
Ray Akin Wildcat Stadium Football Turf		4600 Wildcat Dr	Portland	78374						\$650,000		\$650,000
Ray Akin Wildcat - Site		4600 Wildcat Dr	Portland	78374						\$468,024	\$ -	\$468,024
Ray Akin Wildcat - Women's Restroom (Visitor)		4600 Wildcat Dr	Portland	78374						\$439,599	\$ -	\$439,599
Ray Akin Wildcat - Women's Restroom (Home)		4600 Wildcat Dr	Portland	78374						\$443,256	\$ -	\$443,256
Ray Akin Wildcat - Men's Restroom (Visitor)		4600 Wildcat Dr	Portland	78374						\$264,657	\$ -	\$264,657
Ray Akin Wildcat - Men's Restroom (Home)		4600 Wildcat Dr	Portland	78374						\$258,546	\$ -	\$258,546
Ray Akin Wildcat - Concession (Visitor)		4600 Wildcat Dr	Portland	78374						\$267,246	\$ -	\$267,246
Ray Akin Wildcat - Concession (Home/North)		4600 Wildcat Dr	Portland	78374						\$255,214	\$ -	\$255,214
Ray Akin Wildcat - Concession (Home/South)		4600 Wildcat Dr	Portland	78374						\$267,233	\$ -	\$267,233
Ray Akin Wildcat - Ticket Booth		4600 Wildcat Dr	Portland	78374						\$34,225	\$ -	\$34,225
Junior High Admin Annex	3B	4600 Wildcat Dr	Portland	78374		1	1990	12,869		\$2,057,552	\$370,359	\$2,427,911
Junior High School Maintenance Grounds Shop	3I	4600 Wildcat Dr	Portland	78374		1	1974	3,320		\$185,665	\$46,416	\$232,081
Junior High School Coaches Room (portable) Moved to behind stadium - to be used as visitor locker room until new field house is constructed		4600 Wildcat Dr	Portland	78374		1	1985	1,536		\$92,160	\$20,275	\$112,435
Stadium Pressbox		4600 Wildcat Dr	Portland	78374		1	2009	1,456		\$400,400	\$100,100	\$500,500
Scoreboard		4600 Wildcat Dr	Portland	78374						\$720,000	\$0	\$720,000
Intermediate School Mechanical	4B	4200 Wildcat Dr	Portland	78374		1	1968	1,750		\$283,805	\$85,194	\$368,999
New Middle School		4200 Wildcat Dr	Portland	78374			2021	215,681	Yes	\$45,357,074	\$9,071,415	\$54,428,489
New Middle School Chiller		4200 Wildcat Dr	Portland	78374			2021	3,148	No	\$1,721,926	\$0	\$1,721,926
Austin Elementary School Main	5A	308 N Gregory	Gregory	78374		1	2007	67,505	Yes	\$11,648,813	\$1,863,810	\$13,512,623
Austin Elementary School Mechanical	5B	308 N Gregory	Gregory	78374		1	2007	1,584		\$228,921	\$650,000	\$878,921
Austin Elementary School Storage	5C	308 N Gregory	Gregory	78374		1	2007	2,240		\$81,822	\$8,182	\$90,004
Austin Elementary School Memorial		308 N Gregory	Gregory	78374						\$35,000	\$ -	\$35,000
Austin Elementary School Light Poles and Lights (22)		308 N Gregory	Gregory	78374						\$39,600	\$ -	\$39,600
Austin Elementary School Wi-Fi Tower		308 N Gregory	Gregory	78374						\$100,000	\$ -	\$100,000
Austin Elementary School Classroom Addition		308 N Gregory	Gregory	78374		1	2015	9,000		\$1,800,000		\$1,800,000
Support Services and DEAP	6A	1100 Lang Rd	Portland	78374		1	1979	44,037		\$5,624,101	\$899,856	\$6,523,957
Andrews Elementary School Gym	6B	1100 Lang Rd	Portland	78374		1	1990	3,850		\$392,484	\$39,248	\$431,732
Andrews Elementary School Music	6C	1100 Lang Rd	Portland	78374		1	1995	1,200		\$136,970	\$27,394	\$164,364
Andrews Elementary School Portable		1100 Lang Rd	Portland	78374		1	1995	1,536		\$ -	\$28,688	\$28,688
Andrews Elementary School Wi-Fi Tower		1100 Lang Rd	Portland	78374						\$100,000	\$ -	\$100,000
Clark Elementary School Main	7A	2250 Memorial Pkwy	Portland	78374		1	1993	84,872		\$10,587,562	\$1,694,010	\$12,281,572

Clark Elementary School Portable		2250 Memorial Pkwy	Portland	78374		1	1995	1,536		\$ -	\$28,688	\$28,688
Clark Elementary School Wi-Fi Tower		2250 Memorial Pkwy	Portland	78374						\$100,000	\$ -	\$100,000
East Cliff Elementary School Library	8G	200 Fulton Pl	Portland	78374		1	1993	3,982		\$1,241,732	\$306,436	\$1,548,168
East Cliff Elementary School Gym	8H	200 Fulton Pl	Portland	78374		1	1990	3,876		\$758,268	\$93,564	\$851,832
East Cliff Elementary School Wi-Fi Tower		200 Fulton Pl	Portland	78374						\$100,000	\$ -	\$100,000
East Cliff Elementary School New Building		1140 Broadway Blvd	Portland	78374			2016	80,000		\$16,000,000	\$1,500,000	\$17,500,000
Building Leased to Others (Day Care / Fellowship Church)	9A	1200 East Broadway	Portland	78374		1	2002	11,681		\$1,236,828	\$ -	\$1,236,828
Operations	10A	502 N Gregory	Gregory	78374		1	1990	3,600		\$76,032	\$63,867	\$139,899
Grounds Maintenance	10B	502 N Gregory	Gregory	78374		1	1990	3,800		\$180,000	\$27,000	\$207,000
Transportation	10C	502 N Gregory	Gregory	78374		1	2007	4,550		\$105,600	\$58,080	\$163,680
Baseball / Softball Concession		1901 Billy G Webb	Portland	78374		1	2001	890		\$53,400	\$ -	\$53,400
W.C. Andrews Elementary School - Main Building		4015 Moore Avenue	Portland	78374		1	2019	81,900	Yes	\$19,029,800	\$2,000,000	\$21,029,800
W.C. Andrews Elementary School - Mechanical Plant		4015 Moore Avenue	Portland	78374		1	2019	2,100		\$970,200	\$0	\$970,200
										<b>\$185,210,637</b>	<b>\$29,661,679</b>	<b>\$214,872,316</b>