REQUEST FOR PROPOSAL # 21-005

FOR: Property Insurance

Renewal May 1, 2021

SUBMIT PROPOSALS NO LATER THAN 2:00 PM CST ON January 12, 2021
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

You are representing to Friendswood ISD that you are authorized to submit this proposal by signing below.

Company Name: _____
Address: _____ City: _____
State: _____ Zip: _____
Signature of Authorized Representative: _____
Printed Name: _____ Date: _____
Email: _____ Phone: _____

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GENERAL INFORMATION – FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Friendswood, Texas is primarily a residential area located in the northwestern corner of Galveston County, approximately 25 miles south of downtown Houston. Friendswood continues to cherish the values of family and the spirit of community the Quakers brought to it in 1895. The population has more than doubled in every census count since 1960. The city now encompasses parts of two counties in northern Galveston and southern Harris.

Friendswood Independent School District is proud to be a Texas Education Agency Exemplary Rated District.

Property Insurance

Total insured property values exceed $239,000,000. The current AOP and Named Storm Limits are each $100,000,000. Coverage is placed with Sompo for the $10,000,000 Primary layer and excess layers placed with Swiss Re, Arch, Velocity, Amrisc & Catalytic.

Loss Prevention

FISD has an appointed Executive Director of Safety and Operations. This person is responsible for conducting regularly schedule meetings with key members of the District. FISD has also implemented Crisis Situation Procedures, Safety Procedures and actively promotes these guidelines to teachers, faculty and staff at least annually.

Protection

All District buildings are equipped with fire and burglar alarms that are monitored 24 hours. Sprinkler systems have been installed at Friendswood High School protecting 75% of the campus; Cline Elementary has sprinkler systems that encompass 30% of the campus, and Windsong Intermediate, Bales Intermediate, Friendswood Junior High are 100% protected with sprinkler systems. The District contracts with the City of Friendswood for school time campus police services at the high school and junior high school.

Large Losses

There have been no large losses. The District has a virtually zero loss ratio with less than $100,000 in losses over the five year underwriting period, while paying in excess of $3,350,000 in premium.

SOLICITATION SCHEDULE

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Date & Time
Issuance (Public Notices)	December 9, 2020 and December 16, 2020
Pre-Proposal Conference (Non-Mandatory) will be held virtually via Zoom	January 5, 2021, at 10:00am, CST
Deadline for Questions	January 7, 2021 at 2:00 PM, CST
Proposal Submittal Due Date	January 12, 2021 by 2:00 PM, CST
Anticipated Board Recommendation and Approval	February 8, 2021

* Attendance at the Pre-Proposal Conference is advised if your firm wishes to ask any questions in connection with the RFP. Firms will have the opportunity to ask questions concerning this RFP.

NOTE: FISD reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP and posted on the District's website, under the Purchasing page for your convenience.

SECTION 1
SCOPE OF SERVICES & SUBMITTAL INSTRUCTIONS

1.1. SCOPE OF SERVICES

This is a Request for Proposal (RFP) pursuant to Chapter 44.031 of the Texas Education Code requesting proposals from qualified carriers/underwriting companies, consortiums and other groups of entities to provide the requested and necessary insurance coverage for Property and Contents, as specified herein. This RFP is being completed in accordance with the Office of Attorney General – State of Texas Opinion No. JC-0205 1. Friendswood Independent School District ("FISD") is soliciting proposals from qualified insurance providers (insurance carriers) that are interested in selling binding insurance policies to FISD for the term period noted herein. **FISD is not procuring brokerage services; however, carriers are not prohibited from submitting proposals through outside agents or brokers**.

Attached to this solicitation as Exhibit 1 is a Broker of Record Termination Letter which, if necessary, may be provided to insurance carriers in order to obtain quotes in response to this RFP.

1.2. CONTRACT TERM

All contracts shall be for a minimum of one-year beginning May 1, 2021 with rates and costs guaranteed for at least 12 months. Nothing in these Specifications shall prohibit the District from negotiating longer terms, or from automatically renewing coverage for additional years if service is satisfactory and both parties agree upon renewal terms. **The District specifically requests rate or rate cap guarantees for each of the four succeeding policy years.** The District considers this agreement to be a multi-year contract; however, the District shall have the opportunity to cancel contracts at each policy anniversary with no penalties for unearned premium. At the end of each policy term, policies may be renewable by mutual consent of the District Administration and the awardee. Renewal pricing and currently valued loss reports must be provided to the District and no later than five months prior to expiration.

1.3. SUBMITTAL INSTRUCTIONS

Proposers must submit one original and two copies (three complete sets) of the proposal to Friendswood ISD Administration building located at 302 Laurel Dr., Friendswood, Texas 77546, prior to **2:00 p.m., Tuesday, January 12, 2021**. Proposals may not be left at any other location. Proposals must be contained within a 3-ring notebook binder. Proposal format should include tabs within the 3-ring notebook binder to coincide with the format and content listed herein.

Proposals must be plainly marked on the outside of the sealed envelope: "SEALED PROPOSAL FOR RFP #21-005 PROPERTY INSURANCE."

Each proposal must include all required forms. These forms can be found in Section 5 of this RFP. Terms such as "see attached" or "refer to policy" will assume the question was not answered. Avoid the use of N/A or N/C. They can stand for different terms; e.g., not applicable, not available, not acceptable, no charge or not covered. All questions must be answered.

1.4. QUESTIONS

Questions and requests for additional information, omissions, or corrections requested shall be sent to the business department in writing by January 7, 2021 by 2:00PM, CST. You may e-mail this information to kdingell@fisdk12.net.

SECTION 2
PROPOSAL FORMAT & CONTENTS

2.1. PROPOSER FORMS

The forms required for consideration of each proposal are found in Section 5. All forms must be fully completed and signed, where applicable. Respondent's proposal shall include the following items in the following sequence:

2. Respondent Questionnaire (Attachment A)
3. Proposed Agent Qualifications (Attachment B)
4. Price Proposal (Attachment C)
5. Questions and Deviations to Specifications Property Insurance (Attachment D)
6. Proposer's Certification (Attachment E)
7. Felony Conviction Form (Attachment F)
8. Certificate of Interested Parties – Form 1295 (Attachment G)
9. Conflict of Interest Questionnaire (Attachment H)
10. Non-Collusive Certification (Attachment I)
11. Certificate of Residency (Attachment J)

2.2. FISD DOCUMENTS

Please note that FISD has provided the following documents which may be helpful in obtaining complete and accurate quotes from carriers:

1. Broker of Record Termination Letter (Exhibit 1)
2. Underwriting Information (Exhibit 2)
3. Current Property Insurance and Contents Coverage (Exhibit 3)
4. Google Map images (Exhibit 4)

SECTION 3
EVALUATION CRITERIA

FISD will consider the following criteria to evaluate the proposals:

1. **The purchase price;**
    a. The Annual Premium
2. **The reputation of the vendor and of the vendor's good or services;**
    a. Service to like kind entities
    b. Length of time in the industry
    c. Reference checks
3. **The quality of the vendor's goods or services;**
    a. AM Best Minimum rating of A-, A, or A+
    b. Completeness and compliance to solicitation
4. **The extent to which the goods or services meet the district's needs;**
    a. Complete response forms for all coverages being offered and include descriptions, documentation clearly describing services/plans offered and pricing
5. **The vendor's past relationship with the District;**
6. **The total long-term cost to the district to acquire the vendor's goods or services**
7. **For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:**
    a. Has its principal place of business in the state
    b. Employs at least 500 persons in this state

Any other relevant factor specifically listed in the RFP.

SECTION 4
SOLICITATION TERMS AND CONDITIONS

4.1. **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, FISD reserves the right to award a contract without discussions/negotiations. The competitive range and responsiveness of the proposal submitted will be determined by FISD's purchasing department and the evaluation will include only those initial proposals that the department 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.

4.2. The District reserves the right to accept or reject any or all proposals, waive any formalities in the proposal process and award the proposal to best serve the interest of the District and to negotiate with any providers as deemed advisable or necessary for the best interest of the District. Since there are important considerations involved in selecting insurance companies and services in addition to rates, the District is not required to accept the lowest priced proposal.

4.3. The District is not responsible for any costs incurred by the Respondent for the preparation or distribution of the RFP.

4.4. Respondents or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the Respondent's own risk.

4.5. All proposals must be an exact duplication of the existing plans. Any plan of insurance, additional information, different method of handling coverage, increased protection, etc., not in the specifications, shall be welcomed, but must be submitted separately as an alternate.

4.6. FISD reserves the right to award a contract to the proposer offering the best value, and not necessarily to the proposer proposing the lowest price.

4.7. Coverages included are Property Insurance.

4.8. Property Insurance Specific Requirements:

4.8.1. Any agent remuneration should be shown separately as a fee and not included in the policy premium. The remuneration must be for the entire limits purchased, not just the Primary limit.
4.8.2. If TWIA is being used, because the TWIA insurance premium is the same for all agents, the District may award the TWIA placement to the agent providing the AOP Property insurance.

4.9. Providers must be able to supply:

4.9.1. Quarterly loss reports,
4.9.2. Periodic reports showing status and prognosis of losses greater than $10,000,000
4.9.3. Annual premium and loss exhibits,
4.9.4. Other reports requested by the District
4.9.5. On site consultation.

4.10. Each proposal must include sample copies of:
4.10.1. Loss reports,
4.10.2. Annual or periodic billing to the District,

4.10.3. Claim forms & procedures.

4.11. Copies of all policy and contract forms, including interlocal or service agreements, must be included with your proposal.

4.12. Premiums shown must include service fees and policy fees. Do not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under state law. The basis of premium payment including down payment, number of installments, installment amounts, and finance charges must be outlined.

4.13. Cancellation by the proposing insurance company shall require 60 days' notice (unless specifically noted by proposer) to the District, for any reason other than nonpayment.

4.14. The District will evaluate the proposals, attempting to place all coverages with one proposer, but reserves the right to separate policies and agencies. **Any proposals that will have different premiums for separate or "packaged" proposals must indicate both premiums in separate columns of Attachment C**.

4.15. All policies listing District property must show the District's identification numbers for all buildings, vehicles and equipment.

4.16. Proposals must include copies of all insurance company quotations and details of layered programs.

4.17. The information contained in these specifications may be considered confidential and is to be used only in connection with preparing insurance proposals.

4.18. The District prefers not to accept proposals with conditional remarks such as "Subject to Loss Control" or "Subject to Inspection."

4.19. **OPEN RECORDS:** The District is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation are subject to release as public information unless the response or specific parts of the response are excepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information before responding to this invitation.

4.20. All proposals and parts of proposals will be considered public information after the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked.

4.21. **CONFIDENTIALITY:** Should the proposer access personably identifiable information in reference to any claimant, inadvertently or intentionally, proposer shall establish and maintain the confidentiality of records and information contained therein. Proposer gives full assurance that no information obtained from the district shall be used by or disclosed by its employees except as required to perform duties under the contract.

4.22. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. Submission of material marked "confidential" or "proprietary constitutes agreement by the proposer to reimburse the District for all costs incurred by the District in connection with such an Attorney General request, including attorney fees incurred by the District. Copyrighted proposals are unacceptable and may be disqualified as non-responsive.

4.23. These Terms and Conditions, the RFP, and all attachments provided in the RFP package are property of the District. Information contained is only to be used as underwriting information for use by insurance

companies and proposers.

4.24. The District does not discriminate on the basis of race, color, national origin, gender, religion, age, or disability in employment or the provision of services.

4.25. **Conflict of Interest.** Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with HCC within seven (7) business days after the later of: The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or the date the person becomes aware of facts that require the statement to be filed.

A Conflict of Interest Questionnaire is attached hereto and must be submitted with all proposals.

4.26. **Certificate of Interested Parties.**

House Bill 1295 Certificate of Interested Parties as of January 1, 2016.

Any and all resultant contracts of this RFP will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill # 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for District to contract with a provider. Therefore, District requires that all proposals include a completed form. Additional information on Form 1295 is detailed on the form included herein.

SECTION 5
REQUIRED FORMS

Attachment A – Respondent Questionnaire
Attachment B – Proposed Agent Qualifications
Attachment C – Price Proposal
Attachment D – Questions and Deviations to Specifications Property Insurance
Attachment E – Proposer's Certifications
Attachment F – Felony Conviction Notification
Attachment G – Certificate of Interested Parties – Form 1295
Attachment H – Conflict of Interest Questionnaire
Attachment I – Non-Collusive Certificate
Attachment J – Certificate of Residency

ATTACHMENT A
Respondent Questionnaire

SECTION 1. GENERAL INFORMATION

1. Company Information: Provide the following information regarding your company.

   Name/Name of Firm/Company: _____
   Address: _____
   Telephone No.: _____ Fax No.: _____

2. Contact Information: List the person who the District may contact concerning your proposal or setting dates for meetings.

   Name: _____
   Address: _____
   Telephone No.: _____ Fax No.: _____
   Email: _____

3. Does your Firm/Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?
   Yes ☐ No ☐

4. All insurance companies proposing coverage must be licensed by the State of Texas and subject of the Texas Insurance Guaranty Fund unless coverage is not available through a licensed company. All insurance companies must have a current A M. Best Rating of ["A"] to be considered.

   A. Is your Firm/Company authorized/licensed to conduct insurance business in Texas?
      Yes ☐ No ☐
   B. Current A.M. Best Rating _____

5. Provide any other names under which your business has operated within the last 10 years.

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
   Yes ☐ No ☐

7. Bankruptcy Information. Has the Company or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
   Yes ☐ No ☐

8. If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

SECTION 2 – PRICE PROPOSAL

Please complete **Attachment C,** using a separate sheet to provide answers as necessary. FISD's current Limits/Specifics and Deductibles are already filled in for use as a reference for coverage. Failure to use this form may result in disqualification of your proposal. Additional information may be provided, but Attachment C must be completed. All proposals will be submitted **net of commission,** if any, so that accurate comparisons can be made.

SECTION 3 – SIMILAR EXPERIENCE/PROVISION OF PRODUCTS AND REPUTATION

1. Provide information regarding **three (3) school district clients,** other than this District, if applicable, to whom you have provided similar insurance products or services to the ones requested in this Request for Proposals or with whom you have worked in the past, including the District. For each, provide names, addresses and telephone numbers of contact persons that may be of references that may be contacted regarding the quality of your service and your qualifications.

2. Agent Qualifications (If Applicable). All proposals will be submitted net of commission so that accurate comparisons can be made. Agents submitting a proposal on behalf of an insurance company or proposed as representative agent by a proposing carrier, must be licensed in Texas and have an organization of permanence with adequate personnel and experience. Qualifications should be shown on the **Proposed Agent Questionnaire (Attachment B).** Please include a completed Agent Qualifications/Benefits to District Questionnaire with proposal, as applicable. Proposed agents must have errors and omissions coverage with a minimum limit of $1,000,000 per occurrence.

3. Please provide a complete copy of each policy or specimen policy (including endorsements, exclusions or other forms) proposed with proposal.

SECTION 4 – MISCELLANEOUS

1. Please list and explain any restrictions, deviations or other modifications which alter or reduce coverage as specified in this RFP. Failure to attach an explanation of deviations to this proposal will indicate your acceptance of the specifications as written.

2. Please provide information regarding loss control services that are available from the insurance carrier specifically addressing each coverage. Additionally, list all other services available to the District at no cost such as property appraisals, seminars, or other risk management tools and enhancements.

ATTACHMENT B
Proposed Agent Qualifications

1. Personal Data

Agent's Name: _____

Agent's Affiliation: _____

Business Address: _____

Telephone No: _____ Fax No: _____

Email: _____

Type of Insurance Licenses currently held and year obtained:

_____

_____

_____

_____

Other insurance designations held (check all that apply):

CPCU ☐ CIC ☐ LRM ☐ CRM ☐ ARM ☐ Other ☐

If other, please specify: _____

Total number of years of property experience: _____

2. Agency Information

Number of years agency in operation: _____

Total agency staff _____ Number of agents/principals _____Number of service staff _____

3. References

District Name	Location (City)	Contact Name, Telephone Number, and Email address

ATTACHMENT C
Price Proposal

	Limits/Specifics	**Proposed Cost**
Covered Perils	Direct physical loss, including flood, earth movement & equipment breakdown	
Total Insurable Values	$239,581,007	
Per Occurrence Limit	$100,000,000	
Sublimits:	Sub-limits are Per Occurrence and not in addition to the Limit of Liability	
Named Storm Wind/Hail	$100,000	
Flood – Per Occ/Annual Aggregate	$12,500,000	
Flood – SFHA Zones	Not Covered	
Earth Movement – Per Occ/Annual Aggregate	$10,000,000	
Wind Driven Precipitation	$5,000,000	
Debris Removal	The lesser of 25% of Loss or $5,000,000	
Electronic Data and Media	$5,000,000	
Errors and Omissions	$1,000,000	
Extra Expense	$5,000,000	
Miscellaneous Unnamed Locations	$2,500,000	
Newly Acquired Property (90 days to report)	$5,000,000	
Ordinance of Law	Undamaged portion of the building: included/Demolition: $5,000,000 / Increased Cost of Construction: $5,000,000	
Spoilage	$250,000	
Transit	$500,000	
Unscheduled Outdoor Property	$2,500,000	
Unscheduled Tracks and Fields	$2,000,000	
Equipment Breakdown	$100,000	
Margin Clause	Valuation Limitation is deleted therefor the Margin Clause is not applicable	
Coinsurance/Valuation	Nil	
Agent Fee		

	Per Occurrence Deductibles	Proposed Cost
All Perils except as listed below:	$50,000	
Named Storm Wind/Hail including Named Wind Driving Rain	3% Per Unit of Insurance, subject to a minimum of $100,000 per occurrence	
Wind Driven Rain	3% Per Unit of Insurance, subject to a minimum of $100,000 per occurrence	
All Other Wind/Hail	$50,000	
Flood	$100,000	
Flood resulting from a Named Storm	$100,000	
Earth movement	$50,000	
Band Uniforms, Instruments, and Equipment	$25,000	
Portable Buildings	$25,000	
Electronic Data Processing Equipment	$5,000	
Tractors	$5,000	
Boiler & Machinery	$5,000	
Boiler & Machinery – Extra Expense	$5,000	
Total Annual Premium	$738,982	
Optional "Terrorism" Coverage	Rejected	

ATTACHMENT D
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 Friendswood ISD RFP #21-005 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? Yes ☐ No ☐

2. Is the policy Blanket or Scheduled coverage? Yes ☐ No ☐

3. Is there a co-insurance clause applicable to property coverage? Yes ☐ No ☐
   If yes, what is the co-insurance percentage? _____

4. Is the basis of recovery replacement cost, both on building and contents? Yes ☐No ☐

5. Is newly acquired or constructed property covered? Yes ☐ No ☐
   Limit: _____

6. Does the policy include demolition cost? Yes ☐ No ☐
   Limit: _____

7. Does the proposal include a debris removal clause? Yes ☐ No ☐
   Limit: _____

8. Does the policy have an extension of coverage for property off premises? Yes ☐ No ☐
   Limit: _____

9. Will a joint loss agreement be available if the insurer is not the Boiler & Machinery carrier? Yes ☐ No ☐

10. Is Earthquake Coverage included / available? Yes ☐ No ☐
    Limit applicable: _____
    Deductible: _____
    Additional Premium: _____

11. Is Flood Coverage included / available? Yes ☐ No ☐
    Limit applicable: _____
    Deductible: _____
    Additional Premium: _____

12. Is Employee Crime Coverage included? Yes ☐ No ☐

13. Is Money & Securities coverage included? Yes ☐ No ☐
    If yes, does it cover accounting errors or omissions? Yes ☐ No ☐

14. Does the policy include environmental claims such as those for mold? Yes ☐ No ☐

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 E
Proposer's Certification and Declaration of Compliance

1. The undersigned, as Proposing Agent/Insurance Company, does hereby declare that they have read the specifications for the District Insurance programs, and with full knowledge of the requirements, does hereby agree to furnish all services and afford all provisions of coverage in full accordance with the specifications and requirements.

2. The undersigned insurance agency/company warrants that any benefit that would be paid by the existing policies will be paid by the proposed policies. Further, the insurance agency/company indemnifies the District for any liability because of failure to provide insurance, which is at least equal to that coverage being replaced.

3. By signing this Request for Proposal, the undersigned proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.

   - ❑ Undersigned agrees to provide annual loss runs valued no earlier than six months prior to expiration, for each year with outstanding or newly closed losses.

   - ❑ Undersigned agrees that this RFP process does not relieve awardee (agent or insurance company) of the responsibility for providing advice and service normally and legally associated with the placement of insurance. Undersigned will represent District's best interests and will identify any real or potential conflicts, providing advice as to how they can be resolved.

   - ❑ Undersigned agrees to provide District with renewal rates five months prior to expiration.

   Agency/Company: _____

   Signature of Authorized Agent: _____

   Typed Name: _____ Title: _____

Errors & Omissions Insurance Company: _____

Dates: _____ Limits: _____Deductible: _____

Will your E&O insurer provide coverage for insurance placements with a risk pool? _____

We are not submitting a proposal at this time, but request to remain on the vendor list for future RFPs. Check here if "yes". _____

ATTACHMENT F
Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B OR C)

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED):

_____

AUTHORIZED COMPANY OFFICIAL'S SIGNATURE

_____

Date: _____

CHECK A SELECTION BELOW

( ) A. My firm is a publicly-held corporation; therefore, this report requirement is not applicable.
( ) B. My firm is not owned and/or operated by anyone who has been convicted of a felony.
( ) C. My firm is owned or operated by the following individual (s) who has/have been convicted of a felony.

Name of Felon(s) _____

Details of conviction(s):_____

ATTACHMENT G

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, notarized, and returned to Friendswood ISD via email or regular mail).

Friendswood ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Friendswood ISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Friendswood ISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

(1) ***"Business Entity"*** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).

(2) ***"Interested Party"*** means a person:

a) who has a controlling interest in a business entity with whom FISD contracts; or

b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE § 2252.908(3).

(3) ***"Controlling interest"*** means:

a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;

b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or

c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).

(4) ***"Intermediary"*** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

a) receives compensation from the business entity for the person's participation;

b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a "business entity," all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized. The completed Form 1295 with the certification of filing must be filed with Friendswood ISD by attaching the completed form to the proposal in the Response Attachment section of the Friendswood ISD eBid System.

Friendswood ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After Friendswood ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from Friendswood ISD.

ATTACHMENT H

Conflict of Interest Questionnaire – CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT I
Non-Collusive Certificate

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

(a) This bid or proposal has been independently arrived at without collusion with any other vendor or with any competitor;

(b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids, or proposals for this project, to any other vendor, competitor or potential competitor;

(c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

(d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the vendor as well as to the person signing in its behalf.

I, _____, have read the standard terms and conditions,
(Print/Type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this proposal.

Company _____

Address _____

City, State, Zip Code _____

Telephone Number _____

_____
Authorized Signature

_____
Title

_____
Date

ATTACHMENT J
Certificate of Residency

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the District to determine the residence of its offerors. In part, this law reads as follows:

Section: 2252.001

(3) "Non-resident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002
"A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that _____
(Name of Company Bidding)

is under Section: 2252.001 (3) and (4), a

_____ *Resident Bidder* _____ *Non Resident Bidder*

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city

of _____ *in the State of* _____.

_____
(Signature of Authorized Company Representative)

_____
(Print Name)

_____
(Title) *(Date)*
Exhibit 1

EXHIBIT 1
BROKER OF RECORD TERMINATION LETTER

[Included on the following page]

FRIENDSWOOD
Independent School District

Amber Petree
Chief Financial Officer

December 9, 2020

Re: Friendswood ISD RFP # 21-005

To Whom It May Concern:

This letter shall service as notice that Friendswood Independent School District ("FISD") has not assigned any markets or designated any agents/brokers of record for purposes of obtaining competitive pricing for insurance policies under RFP #21-005. Any agent who is interested in submitting a competitive proposal to FISD under RFP #21-005 is authorized to obtain such information for the purpose of competing in this procurement; however, no agent/broker is doing so as FISD's agent/broker of record. To allow full and open competition for the benefit of FISD, as is required by law, FISD requests that carriers not block or assign any insurance markets identified in RFP #21-005 in favor of any single agent/broker.

You are advised that any agent/broker of record letters previously issued to any agent/broker by or on behalf of FISD shall be considered terminated, and of no further force or effect.

If you have any questions regarding this notice, please direct all inquiries to Kimberly Dingell at 281-482-1267 or kdingell@fisdk12.net.

We appreciate your attention to this matter.

Sincerely,

Amber Petree
Chief Financial Officer

EXHIBIT 2
UNDERWRITING INFORMATION

Safety

1. Does FISD have a safety/loss control program with a budget? Yes.
2. Are regular safety /loss control meetings held? Yes.
3. Does FISD have an Occupational Safety Program Manual? Yes.
4. Does the District conduct self-inspections with formal record keeping? Yes.
5. Does FISD track loss data and use it for strategic decision-making? Yes.

Property / Building Maintenance

6. Does FISD allow property use for activities other than school activities? Yes.
7. Type of rental activities: Facility rentals and leases.
8. Are certificates of insurance required from lessee? Yes.
9. Does FISD have any vacant or unoccupied buildings? Yes.
10. Are any buildings being used for purposes other than their intended use? No.
11. Does FISD have formal maintenance procedures with a budget? Yes.
12. Are facility inspections done regularly? Yes.

Fire Protection

13. Are fire hydrants located at each facility? Yes.
14. Are fire alarm systems located in all buildings? Yes.
15. Are all alarms monitored by a service company? Yes.
16. Is the fire department voluntary? Yes.
17. Does FISD have a hooded ventilating system in all kitchens? Yes.

Security

18. Does FISD use police in any capacity? Yes.
19. What do the law enforcement officers do? Walking and mobile patrols of the district.
20. Are officers certified by Texas Commission on Law Enforcement (TCOLE)? Yes.
21. Are security personnel employed or used by District? Yes.
22. Number of non-police security personnel with arrest powers: 0
23. Number of non-police security personnel carrying firearms: 0
24. Do security personnel patrol facilities? Yes.
25. Is there security lighting at all locations? Yes.
26. Are there burglar alarms/motion sensors at all locations? Yes.
27. Are there surveillance cameras in all location writing images to a hard drive? Yes.

Crime

28. Total number of locations at which money or securities are handled: 9
29. How frequently are audits made? Annually.
30. Are they made by an independent auditor or CPA? Independent auditors are utilized.
31. Are countersignatures required? Yes.
32. Are securities subject to joint control of two or more responsible employees? Yes.
33. Are employee background checks performed on those who handle money? Yes.

34. Number of employees and board members who handle money or securities, sign checks, authorize drafts, or audit accounts on a regular basis: 27

Miscellaneous

35. Does FISD receive money from concessions? Yes.
36. Does FISD have an on-site physician(s) or clinic? Yes.
37. Are there nurses on staff? Yes.
38. Is Friendswood a town with a population of less than 15,000? No.
39. Are there any unusual exposures with protection? No.

SPECIFIC EXPOSURES

The following table outlines FISD's involvement in some common specific exposures:

Specific Exposure	Yes	No
Load/unload, repair or construct watercraft or work on barges or docks?		X
Operations or employees subject to the Longshoremen's and Harbor Workers'		X

Act, Jones Act or Federal Employer's Liability Act?		X
Own, operate or maintain a railroad or railroad equipment?		X
Foreign operations or employees who travel to foreign countries?		X
Occupational disease exposures? (i.e. asbestos, silica, toxic substances, etc.)		X
Store gasoline or other flammables?	X	
Manufacture, store, distribute, transport, or handle explosives?		X
Underground, tunneling, mining, cofferdam or sub-aqueous operations?		X
Operations subcontracted to others?		X
Volunteer or donated labor?		X
Leased employees?		X
Any substantial or unusual changes in the last 5 years?		X

EXHIBIT 3
CURRENT PROPERTY INSURANCE AND CONTENTS COVERAGE

Friendswood ISD
Property/Catastrophe Insurance -- Renewal Comparison

	2019-2020	2020-2021
Insurance Company	Velocity (Lead)	Velocity (Lead)
Covered Perils	Direct Physical Loss including Flood, Earth Movement & Equipment Breakdown	Direct Physical Loss including Flood, Earth Movement & Equipment Breakdown
Total Insurable Values	$237,421,007	$239,581,007
Per Occurrence Limit	$100,000,000	$100,000,000
Sublimits:	Sub-limits are Per Occurrence and not in addition to the Limit of Liability	
Named Storm Wind/Hail	$100,000,000	$100,000,000
Flood - Per Occ/Annual Aggregate	$12,500,000	$12,500,000
Flood - SFHA Zones	Not Covered	Not Covered
Earth Movement - Per Occ/Annual Aggregate	$10,000,000	$10,000,000
Wind Driven Precipitation	$5,000,000	$5,000,000
Debris Removal	The lesser of 25% of Loss or $5,000,000	The lesser of 25% of Loss or $5,000,000
Electronic Data and Media	$5,000,000	$5,000,000
Errors and Omissions	$1,000,000	$1,000,000
Extra Expense	$5,000,000	$5,000,000
Miscellaneous Unnamed Locations	$2,500,000	$2,500,000
Newly Acquired Property (90 Days to report)	$5,000,000	$5,000,000
Ordinance or Law	Undamaged portion of the building: Included / Demolition: $5,000,000 / Increased Cost of Construction: $5,000,000	Undamaged portion of the building: Included / Demolition: $5,000,000 / Increased Cost of Construction: $5,000,000
Spoilage	$250,000	$250,000
Transit	$500,000	$500,000
Unscheduled Outdoor Property	$2,500,000	$2,500,000
Unscheduled Tracks and Fields	$2,000,000	$2,000,000
Equipment Breakdown	$100,000,000	$100,000,000
Margin Clause	Valuation Limitation is deleted therefore the Margin Clause is not applicable	Valuation Limitation is deleted therefore the Margin Clause is not applicable
Coinsurance/Valuation:	Nil	Nil

	2019-2020	2020-2021
Per Occurrence Deductibles:		
All Perils except as listed below:	$50,000	$50,000
Named Storm Wind/Hail including Named Wind Driven Rain	3% Per Unit of Insurance, subject to a minimum of $100,000 per occurrence	3% Per Unit of Insurance, subject to a minimum of $100,000 per occurrence
Wind Driven Precipitation	3% Per Unit of Insurance, subject to a minimum of $100,000 per occurrence	3% Per Unit of Insurance, subject to a minimum of $100,000 per occurrence
All Other Wind/Hail	$50,000	$50,000
Flood	$100,000	$100,000
Flood resulting from a Named Storm	$100,000	$100,000
Earth Movement	$50,000	$50,000
Band Uniforms, Instruments & Equipment	$25,000	$25,000
Portable Buildings	$25,000	$25,000
Electronic Data Processing Equipment	$5,000	$5,000
Tractors	$5,000	$5,000
Boiler & Machinery	$5,000	$5,000
Boiler & Machinery - Extra Expense	24 Hours	24 Hours
Total Annual Premium		$738,982
Optional "Terrorism" Coverage	Rejected	Rejected

In the application of the Deductibles, each of the following shall be considered a separate UNIT OF INSURANCE:

* Each separate BUILDING or structure;
* Contents in each separate BUILDING;
* Property in the yard of each separate BUILDING or structure;
* Annual TIME ELEMENT VALUE applying to each separate BUILDING or structure.

The above summary is meant for illustrative purposes only and does not replace, amend or modify the actual insurance policies.

EXHIBIT 4
GOOGLE EARTH MAPS

C.W. Cline Elementary

Google Maps **C W Cline Elementary**
505 Briarmeadow

Imagery ©2020 Google, Map data ©2020 100 ft

Westwood Elementary

Google Maps **Westwood Elementary**

506 Wedgewood

Imagery ©2020 Google, Imagery ©2020 Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2020 100 ft

Windsong Intermediate

Google Maps **Windsong Intermediate**
2100 W Parkwood

Imagery ©2020 Google, Imagery ©2020 Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2020 50 ft

Zue S Bales Intermediate

Google Maps **Zue S Bales Intermediate**

211 Stadium Lane

Imagery ©2020 Google, Imagery ©2020 Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2020 100 ft

Friendswood Junior High

Friendswood High School

Friendswood High School

Google Maps 702 Greenbriar Dr

Imagery ©2020 Google, Imagery ©2020 Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2020 100 ft

Friendswood High School – Natatorium

Friendswood High School - Natatorium

Google Maps 1115 Falling Leaf Dr

Imagery ©2020 Google, Imagery ©2020 Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2020 50 ft

Friendswood High School - Ag Barn

Administration

Google Maps **Administration**
302 Laurel Dr

Imagery ©2020 Google, Map data ©2020 , Map data ©2020 20 ft

Administration Annex

Support Services

Transportation Shop

West Ranch School Site

Imagery ©2020 Google, Imagery ©2020 Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2020 100 ft

Residential Properties