



COMPASS ROSE

PUBLIC SCHOOLS

REQUEST FOR QUALIFICATIONS

RFQ-24-002 Third Party Administrator

Services Notice to Respondents

Compass Rose Education, Inc. doing business as Compass Rose Public Schools is seeking Statement of Qualifications from qualified Third – Party Administrator to administer its Employee Benefits including supplemental insurance, Enrollment, and Administration Services. At the time of this request, Compass Rose has approximately 450 employees.

The Charter seeks services from companies who have experience in developing and maintaining an employee benefit program as referenced, and who have a track record for providing quality services. The Charter is seeking a long-term business relationship with a successful company that can provide pro-active management services.

Your (vendor) signature attests to your proposal to provide the services in this statement according to the published provisions of the Request for Proposal unless modifications or alterations are clearly noted in your proposal submission.

Company Name: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

Printed Name: _____

Email: _____

Title: _____

Signature: _____

Compass Rose Education, Inc., a Texas non-profit corporation and open-enrollment public charter, organized and existing under the laws of the State of Texas, (“Compass Rose” and/or the “Charter”) is seeking Statement of Qualifications from interested and qualified proposers to provide **Third Party Administrator** as more fully set out in the scope of work of this Request for Qualification (“RFQ”). **A signed original and two electronic copies (USB DRIVE) of the proposal must be submitted in accordance with the instructions set out herein to:**

Compass Rose Education
RFQ-24-002: Third Party Administrator
Attn: Director of Purchasing
1777 NE 410 Loop
San Antonio, TX 78217

The original proposal must be labeled “ORIGINAL” and MUST contain original signatures.

Proposals will be received at the above address until May 15th, 2024, at 4:00 PM, CST. A more detailed timeline is set out below. Proposals will remain sealed until the due date and time to avoid disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period, if applicable. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP.

Proposals received after the Proposal due date and time will not be considered. Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. We will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals and pricing must remain valid for one hundred twenty (120) days from the proposal due date pending acceptance by Compass Rose Education’s Board of Directors.

The term of this award will be one (1) year from date of award by the Board of Directors, with the option to extend two (2) additional one (1) year terms with the same terms and conditions if agreeable to both the Charter and vendor(s). **Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non- appropriation of funds for multi-year contracts.** The Board of Directors of Compass Rose Education, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.

The Charter will award this RFP to a single respondent, multi-supplier award, or line-item award based on which provides the **best value to the Charter** upon the evaluation of all proposals received. As is more fully explained in this RFP, an award, if made, will be made to the responsible and responsive proposer who provides the best solution to the described need, taking into consideration multiple evaluation factors as determined by the Compass Rose Education and defined herein. More details regarding evaluation of proposals are included in the Scope of Work and Specific Conditions section of this RFQ.

Thank you for your interest in doing business with Compass Rose Education.

Brittany Forde

Brittany Forde
Director of Purchasing

Compass Rose Education, Inc. DBA Compass Rose Public Schools

**REQUEST FOR
QUALIFICATIONS
RFQ-24-002
Third Party Administrator**

LEGAL NOTICE

Notice is hereby given that Compass Rose Education, Inc. doing business as Compass Rose Public Schools ("Charter"), an open- enrollment charter holder and District, intends to accept qualifications to provide Third Party Administrative Services for Compass Rose Public Schools. No offer of intent to enter into a contract with any party should be construed from this legal notice. The Charter will enter into a contract for services only if, in the sole opinion of the Charter, it is in the Charter's best interest to do so.

All costs involved in submitting qualifications to the Charter or alternatives to any Armed Campus Security Services for Compass Rose Education shall be borne in full by the interested party. The due date for all submissions is **May 15th, 2024, at 4:00 PM, CST.**

The term of this award will be one (1) year from the date of award by the Board of Directors, with the option to extend two (2) additional one (1) year terms with the same terms and conditions if agreeable to both the Charter and vendor(s). Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Directors of Compass Rose Educations, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.

A copy of this Request for Qualifications can be obtained by visiting the following web address:

<https://compassrosepublicschools.org/family-resources/public-information/financial/purchasing/>

QUALIFICATIONS RECEIVED LATER THAN THE DATE AND TIME DESIGNATED ABOVE WILL NOT BE CONSIDERED.

The Charter reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the Charter. The Charter further reserves the right to reject any or all proposals or any portion of any proposal submitted for any reason or no reason and/or that the Charter determines not to be in the best interest of the Charter.

IMPORTANT DATES

RFQ Release Date:	April 22 nd , 2024
Questions related to RFQ:	May 1 th , 2024, NLT 4:00 PM CST
Responses to Questions Posted:	May 7 th , 2024, NLT 4:00 PM CST
Qualifications Due:	May 15 th , 2024, NLT 4:00 PM CST
Contract Award:	TBD

RFQ FORMAT

- A) Cover letter to include the name, address, telephone number, contact person, and title of the individual/firm representative authorized to respond on the individual's/firm's behalf.
- B) A brief history of the individual/firm including the year founded and the number of years the individual/firm has been providing goods/services requested.
- C) Provide proof that your firm currently has in force an insurance policy covering (a) errors and omissions liability, and (b) comprehensive general liability, and indicate the amount of such coverage.
- D) Experience working with Texas school charters and/or districts in the last 10 years.
- E) Individual's/Firm's ability and capacity to perform the work proposed. List the current workload and the availability to commence services immediately after being selected by the Charter.
- F) A list of clients that are most comparable to Compass Rose Educations in size and complexity. Please include a general description of types of services performed, types and size of issues involved, and the number of years served for each.
- G) Completed Bidders Certification
- H) Request for Proposal Signature Page
- I) Proposal
- J) Sample vendor contract (for legal review)
- K) Completed Reference Form
- L) Completed forms:
 - Vendor Information Form
 - Anti-Collusion Statement
 - Affidavit of Non-Discriminatory Employment
 - Criminal History Review of Provider Employees
 - Back Ground Check Authorization (will need to be completed for any employee that will interact with students on campus)
 - Debarment or Suspension Certificate
 - Contract Provisions (EDGAR Certifications)
 - Certificate of Interested Parties (Texas Ethics Commission Form 1295)
 - Conflict of Interest Questionnaire
 - Child Support Certification
 - Out of State Certification
 - Felony Conviction Disclosure Statement
 - W- 9

INSTRUCTIONS TO VENDORS:

1. At any time prior to the specified time and date set for proposal opening as set forth above, a vendor (or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Qualifications Signature Page and return it in the package.
3. All responses shall include the forms provided in this proposal invitation package. It is permissible to copy these forms if required.
4. **Responses are to arrive no later than 4:00 PM CST on May 15th, 2024. Late proposals will not be considered under any circumstances.**
5. No responses shall be altered, amended, or withdrawn after the specified time for opening.
6. Periods of time, stated as the number of days, are calendar days.
7. It is the responsibility of all vendors to examine the entire response package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
8. Awards, if any, shall be made with reasonable promptness to the vendor(s) whose qualifications in accordance with the Criteria Evaluation Worksheet best conforms to the invitation and will be the most advantageous to the Charter.
9. Notwithstanding any other provision of this Request for Qualifications (including all attached documents), the Charter expressly reserves the right to:
 - i Waive any insignificant defect or informality in any proposal procedure.
 - i Reject any or all responses.
 - i Reissue a **Request for Qualification**.
10. A response to a **Request for Qualification** is an offer to contract with Charter based upon the terms, conditions, and specifications listed in this RFQ.
11. Each vendor shall guarantee to the Charter that the qualifications submitted, and the services offered by the vendor shall remain firm for a period not less than 120 days from the deadline for proposals to be submitted.
12. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST **COMPASS ROSE EDUCATION, INC. DBA COMPASS ROSE PUBLIC SCHOOLS** ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

Standard Terms and Conditions:

1. **STATEMENT OF QUALIFICATION SUBMISSION:** Responses must be submitted utilizing this document only and must reach the Purchasing Department on or before the hour on the date specified.
Late submittals will not be accepted. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The Charter reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding.
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
4. **STATEMENT ERRORS:** Responses will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of response is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
5. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with Charter board members or other Charter officials from the date this solicitation is released until the award of a contract by the Charter's Board of Directors.
6. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the Charter and the Contractor or between the Charter and the Contractor's employees. The Charter shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for Charter employees, nor be covered by the Charter's Workers' Compensation Program.
7. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless Compass Rose Education, Inc. its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the Charter is not the cause of the loss, claim, damage expense or cost.
8. **GRATUITIES:** The Charter may, by written notice to the Contractor, cancel this contract without liability to the Charter if it is determined by the Charter that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Charter with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the Charter pursuant to this provision, the Charter shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
9. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the Charter. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is

supported by consideration and is in writing signed by the aggrieved party.

11. **MODIFICATIONS:** This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
12. **INTERPRETATION OF EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
13. **APPLICABLE LAW:** This contract shall be governed by the policies of the Charter's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The Charter's Board Policies will be made available upon request.
14. **ADVERTISING:** Contractor shall not advertise or publish, without the prior consent of the Charter, the fact that the Charter has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
15. **LEGAL VENUE:** Both parties agree that the venue for any litigation arising from this contract shall lie in Bexar County, Texas.
16. **SPECIAL SOFTWARE & TOOLS:** The contractor is responsible for providing software needed to perform services listed in this RFQ. Employees in Human Resources and Payroll departments of the Charter will be granted access to the software needed to perform their day to day tasks.
17. **RIGHT OF INSPECTION:** The Charter shall have the right to a full demonstration of the software's capabilities before moving forward with contract awarding.
18. **FUND AVAILABILITY:** Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Charter's Board of Directors or otherwise not made available to the Charter.
19. **TERMINATION:** The Charter reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the Charter, for convenience.
 - A. In the event of a default of a breach of the Contract entered into pursuant to this proposal by either the Charter or the Vendor, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate the Contract immediately by giving the breaching party written notice of its intention to terminate immediately.
20. **PENALTIES:** If the Vendor fails to perform and such failure to perform results in the Charter losing federal funds or having to reimburse funds already received, the Vendor shall owe to the Charter the amounts lost by the Charter due to such failure of performance.
21. **RECORD RETENTION:** The Contract will be kept on file in accordance with the requirements of the State record retention schedules and the Charter's record retention policies and be available for review by the United States Department of Agriculture and the Texas Education Agency and other appropriate State and Federal agencies.

Specific Terms and Conditions:

I. Qualifications of Vendor: Each vendor must submit for consideration such records of work and further evidence as may be required by the Charter regarding experience, financial standing, and assurance that they have, or promptly will provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal or termination of the contract after award is made. The qualification data shall be submitted by each vendor along with the sealed proposal and shall include the information and format as follows:

- A. Vendor must be incorporated or licensed to do business in the State of Texas. Vendor must be in good standing with the State of Texas.
- B. The vendor must be familiar with and comply with all State, county, and city health and safety requirements.
- C. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Criteria Evaluation Worksheet.
- D. The vendor shall execute an authorization to permit the Charter to obtain criminal history records on any employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who will perform duties on Charter property or other location where Charter students are regularly present as needed. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the Charter. The vendor shall certify that it will ensure that this requirement is met.

II. General Provisions.

- A. The Contract shall be governed by, construed by, and enforced in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Exclusive venue shall lie in a court of competent jurisdiction located in Bexar County, Texas.
- B. If any provision of the Contract becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions.
- C. The awarded Vendor must provide a certificate of insurance or appropriate documentation to Compass Rose Education certifying coverage levels meet Compass Rose's vendor requirements that are specified in Vendor Application. Awarded Vendor must also list the Charter as a named insured upon request.

III. Insurance Requirements.

- COMMERCIAL GENERAL OR PROFESSIONAL LIABILITY INSURANCE** (if applicable) **Required of all vendors performing services on Compass Rose Education Properties whether sole proprietor or corporation.** Coverage levels must meet or exceed \$1,000,000 per occurrence, \$2,000,000 aggregate.
- COMMERCIAL AUTO INSURANCE** (if applicable) **Required of all vendors performing services on Compass Rose Education Properties that involve commercial vehicles.** Coverage levels must meet or exceed \$1,000,000 combined single limit each occurrence.
- WORKERS COMPENSATION INSURANCE** (if applicable) **Required of all vendors performing**

services on Compass Rose Education Properties. The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.



COMMERCIAL UMBRELLA/EXCESS LIABILITY INSURANCE (if applicable) **Required of all vendors performing services on Compass Rose Education Properties.** The minimum of \$1,000,000 each occurrence for all other companies performing any service on a campus or charter facility. The minimum policy limits for Employer's Liability are \$10,000,000 each occurrence for all Bus and transportation companies; and \$5,000,000 each occurrence for all security companies.

By reading and accepting this pre-qualification outline, the interested party acknowledges that the Charter has no obligation to contract unless in its sole opinion, it is in its own best interest to do so.

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Scope of Work

Summary: Compass Rose Education is requesting qualifications from firms qualified and experienced in providing Group Health Benefits Consulting Services for the Employee Benefits program including (but not limited to): Group Health and Pharmacy, Dental, Life, Disability, Third Party Administrator (TPA) services and other ancillary benefits as part of Compass Rose Education's employee health and wellness programs. Compass Rose Education is geographically located throughout San Antonio and Austin regions. Our San Antonio campuses are located Northeast, Northwest, Southeast, and Southwest regions. Austin campuses are in Bastrop and Manor.

Compass Rose Education currently employs over 450 employees and offers the following coverage options for eligible full-time employees, dependents and retirees:

Partially Employer Paid

Medical (including prescription coverage)

Dental

Vision

Short-Term Disability

Fully Employer Paid

Healthcare Reimbursement Arrangement (HRA)

Long-term Disability Insurance

Basic Life Insurance

Employee Assistance Program

Fully Employee Paid

Voluntary Life Insurance (employee and dependents)

Critical Care Insurance

Accident Insurance

The benefits plan year from September 1 to August 31.

Term: The term of the contract will be a one (1) year contract with the option to renew for four (4) additional 1-year periods at the discretion of the Charter.

Services To Be Provided: The consultant shall deliver an accurate forecast and industry trends including costs for two (2) and three (3) years ahead for budgeting purposes; negotiate provider contracts with Compass Rose Education's best interests in mind; and consistently works to offer the best benefit options for Compass Rose Education staff members, including monetary savings. Additionally, the consultant should have adequate staff to be ever accessible and available. Compass Rose Education values a consultant that has the ability to provide assistance and support on a timely basis, is a proactive resource, and a strategic problem solver. The Consultant shall develop and maintain productive relationships with all benefit providers.

1. Make recommendations based on an annual review of employee health benefits for quality of benefits provided, cost effectiveness, funding analysis, market competitiveness, and plan administration.
2. Review prior-year data information to prepare analysis indicating trends on claims and utilization related to medical, dental, vision and prescription coverage in an effort to make recommendations to Compass Rose

Education for maximizing future health benefits while maintaining costs.

3. Assist with annual health benefits, third-party administrator, and renewals including price negotiations, development of bids, contracts, scope of services, distribution, and analysis of qualifications, bids, or proposals received.
4. Monitor and analyze current contracts, including plan administration, compliance and claims data, performance standards, provider compliance with contracts and paid claims.
5. Make funding recommendations, projections, and rate structures based on an annual claims analysis.
6. Keep Compass Rose Education updated on and in compliance with industry changes, practices, costs and trends at the local, regional, and national levels and the impact on the public and private sectors, including but not limited to the Health Insurance Portability Accountability Act (HIPAA), Consolidated Omnibus Budget Reconciliation Act (COBRA), and other federal or state laws.
7. Assist in the development of an employee health benefits communication plan to support or explain the implementation of health programs and/or revisions to current health programs.
8. Prepare monthly, quarterly, and annual reports relative to the health plan's expenditures, participants, services provided, claims, and utilization.
9. Review utilization data to provide input on trends and identify plan improvement opportunities.
10. Research, review, and resolve issues concerning insurance policies, certificates of insurance, disputes regarding coverage, billing questions, service delivery and other documents relating to employee benefits.
11. Estimate of renewal rates and cost trends and provide assistance to District staff in the preparation of budget forecasts and recommendations for the District's employee vs. employer contribution rates.
12. Audit contracts to ensure accuracy of coverage, terms, and conditions.
13. Demonstrate the ability to comply with applicable federal and state laws (i.e. HIPAA etc.).
14. Handles ACA reporting process, including issuing of all all 1095 forms and reports
15. Manages HRA account

Questions: All questions must be received prior to the cut-off date. All questions related to this RFP should be submitted via email to purchasing@compassroseschools.org. The deadline for questions is identified on page four of this document.

QUALIFICATION EVALUATION

Evaluation of Qualifications (see attached Evaluation Worksheet). A proposal will only be accepted if the Vendor has the ability to perform successfully under the terms and conditions of this Request for Proposal.

Criteria	Criteria Description	Weighted Value
1	The reputation of the Vendor and Vendor’s goods or services (districts served, length of time as a TPA, # of employees served, past performance)	0-40
2	Vendor’s past relationship with Charter	0-05
3	The extent to which the goods or services meet the Charter's needs a. Experience b. Insurance c. Certifications	0-25
4	The impact on the ability of the Charter to comply with laws and rules relating to historically underutilized businesses	0-25
5	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 this state; or b. Employes at least 500 persons in this state;	0-05
Total		100%

COMPASS ROSE EDUCATION

RFQ-24-002: Third-Party Administrator

DATE: _____

Bidder's Certification:

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, criteria evaluation worksheet, responsibilities of bidders, product specifications, and
3. That he/she proposes to supply any products or services submitted under this Qualification Invitation as quoted and in strict compliance with the Terms and Conditions associated with this Invitation, unless any exceptions are noted in writing with this Statement of Qualification response, and
4. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the Charter of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
5. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes

[SIGNATURE PAGE FOLLOWS]

Name of Proposing Organization

Date

Representative Address

Signature of Authorized

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

COMPLETED & SIGNED FORM MUST BE RETURNED WITH SOQ

VENDOR INFORMATION

This questionnaire is required.

LEGAL NAME OF VENDOR: _____

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: _____

TYPE OF BUSINESS/DESCRIPTION OF PRODUCTS AND/OR SERVICES PROVIDED: _____

VENDOR MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

VENDOR STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

CONTACT PERSON'S NAME: _____

CONTACT PERSON'S TELEPHONE NUMBER: _____ FAX: _____

CONTACT PERSON'S E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS ENTITY: PUBLICLY TRADED CORPORATION PRIVATE CORPORATION LIMITED PARTNERSHIP
 PARTNERSHIP SOLE PROPRIETORSHIP NOT FOR PROFIT ENTITY

2. NUMBER OF FULL TIME EMPLOYEES: _____ NUMBER OF PART TIME EMPLOYEES: _____

3. IS VENDOR IS A RESIDENT BIDDER? YES NO

A RESIDENT BIDDER REFERS TO A PERSON WHOSE PRINCIPAL PLACE OF BUSINESS IN THE STATE OF TEXAS, INCLUDING A VENDOR WHOSE ULTIMATE PARENT COMPANY OR MAJORITY OWNER HAS ITS PRINCIPAL PLACE OF BUSINESS IN THIS STATE.

CITY AND STATE OF VENDOR'S PRINCIPAL PLACE OF BUSINESS: _____

IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS? YES NO

IF YES, WHAT PERCENTAGE: _____%

4. NUMBER OF YEARS VENDOR HAS BEEN IN CONTINUOUS OPERATION: _____

5. NUMBER OF YEARS VENDOR HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME: _____

6. HAS VENDOR CONDUCTED BUSINESS WITH THE DISTRICT UNDER ANOTHER NAME? YES NO

IF YES, PROVIDE OTHER NAME(S): _____

7. NUMBER OF YEARS DOING BUSINESS WITH COMPASS ROSE: _____

8. DOES VENDOR HAVE A PARENT COMPANY OR SUBSIDIARY THAT CURRENTLY CONDUCTS OR THAT HAS PREVIOUSLY CONDUCTED BUSINESS WITH THE CHARTER? YES NO

IF YES, NAME OF PARENT COMPANY AND/OR SUBSIDIARY: _____

9. DOES VENDOR HAVE ANY OWNERS, PRINCIPAL SHAREHOLDERS OR STOCKHOLDERS, OFFICERS, AGENTS, SALESPEOPLE OR KEY EMPLOYEES WHO HAVE BEEN MEMBERS OF COMPASS ROSE'S BOARD OF TRUSTEES DURING THE LAST 5 YEARS? YES NO

IF YES, NAME(S) AND TITLE(S): _____

10. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR CRPS? YES NO

11. DOES VENDOR HAVE ANY OWNERS, PRINCIPAL SHAREHOLDERS OR STOCKHOLDERS, OFFICERS, AGENTS, SALESPEOPLE OR KEY EMPLOYEES WHO ARE DISTRICT EMPLOYEES OR WHO ARE MEMBERS OF A DISTRICT EMPLOYEE'S IMMEDIATE FAMILY WHO EITHER WORK OR WHO MAY POTENTIALLY WORK ON THIS CONTRACT WITH THE CHARTER? YES NO

IF YES, NAME(S) AND TITLE(S): _____

12. NAMES OF AUTHORIZED AGENTS, INCLUDING ANY PERSON OR ENTITY AUTHORIZED TO 'ACT WITH' OR 'ACT ON YOUR BEHALF,' SUCH AS CONSULTANTS, SUB-CONTRACTORS, RE-SELLERS, LOBBYISTS, CONFIDANTS, ETC., WHETHER COMPENSATED OR NOT COMPENSATED:

13. DOES VENDOR HAVE A RELATIONSHIP(S) WITH ANY POLITICAL ACTION COMMITTEES? YES NO

IF YES, NAME(S) OF PAC(S) _____

14. HAS VENDOR (INCLUDING ANY OWNER, PRINCIPAL SHAREHOLDER OR STOCKHOLDER, OFFICER, AGENT, SALESPERSON, OR EMPLOYEE) BEEN INVOLVED IN PAST, PENDING, OR PRESENT LITIGATION INVOLVING THE CHARTER? YES NO

IF YES, PLEASE PROVIDE THE STYLE AND STATUS OF THE CASE AS WELL AS THE TYPE OF LITIGATION: _____

15. FINANCIAL AND BUSINESS REFERENCES, INCLUDING BANK WITH WHICH VENDOR CONDUCTS BUSINESS:

NAME OF BANK WITH WHICH VENDOR CONDUCTS BUSINESS: _____

BANK OFFICER: _____ OFFICER'S PHONE NUMBER: _____

NAME OF OTHER BANKING/FINANCIAL INSTITUTION(S): _____

16. NAME OF INSURANCE COMPANIES:

INSURANCE COMPANIES	TYPE OF INSURANCE

17. COMPASS ROSE ENCOURAGES THE PARTICIPATION OF MINORITY, VETERAN, AND WOMEN OWNED BUSINESSES. IS VENDOR A MINORITY, VETERAN, AND/OR WOMAN OWNED COMPANY? YES NO

IF YES, WHAT PERCENTAGE OF OWNERSHIP IS MINORITY OR WOMAN OWNED _____%

18. CHECK ONE OF THE FOLLOWING:

- I. VENDOR WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE
- II. VENDOR WILL PURCHASE GOODS DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER

19. COMPASS ROSE CAN ONLY DO BUSINESS WITH EQUAL OPPORTUNITY EMPLOYERS.

- I. DO YOU ADVERTISE AS AN EQUAL OPPORTUNITY EMPLOYER? YES NO
- II. DO YOU HAVE A WRITTEN NON-DISCRIMINATORY POLICY OF EMPLOYMENT? YES NO
- III. HAS THIS POLICY BEEN CIRCULATED THROUGHOUT YOUR ORGANIZATION? YES NO
- IV. PERSON TO CONTACT REGARDING EQUAL OPPORTUNITY INFORMATION ISSUES:

NAME: _____ TITLE: _____

Plan Administration Questionnaire:

Note: You will need to provide responses on a supplemental page.

Please title it “Plan Administration Questionnaire Responses”

1. IS THE BUSINESS ENTITY LICENSED BY THE STATE OF TEXAS AS A THIRD-PARTY ADMINISTRATOR (TPA)?
 YES NO
PLEASE NOTE THE NUMBER OF YEARS’ EXPERIENCE AS A TPA. PLEASE INCLUDE A COPY OF TPA LICENSE.
2. TOTAL NUMBER OF LICENSED REPRESENTATIVES? _____
3. ARE YOUR EMPLOYEES WHO WILL SERVICE COMPASS ROSE ON SALARY OR COMMISSION? _____
4. ARE THE COMPANY REPRESENTATIVES LICENSED LIFE INSURANCE COUNSELORS (BENEFIT CONSULTANTS) IN THE STATE OF TEXAS?

PLEASE NOTE THE NUMBER OF YEARS’ EXPERIENCE AS A LICENSED LIFE INSURANCE COUNSELOR FOR EACH KEY COMPANY REPRESENTATIVE.
5. ARE BILINGUAL SERVICES AVAILABLE DAILY?
6. IF YOU ARE A MULTIPLE SITE ORGANIZATION, HOW ARE YOUR OFFICES COORDINATED FOR SALES AND SERVICE? WHICH OFFICE(S) WOULD BE HANDLING OUR ACCOUNT?
7. WILL YOU PROVIDE A DESIGNATED SERVICE REPRESENTATIVE FOR COMPASS ROSE?
8. DESCRIBE GOVERNMENT COMPLIANCE SERVICES:
 - A. PLAN DOCUMENT (INCLUDE SPECIMEN DOCUMENT):
 - B. EMPLOYEES SUMMARY PLAN DESCRIPTION (INCLUDE SAMPLE):
 - C. DISCRIMINATION TESTING:
 - D. OTHER:
9. PREMIUM CONVERSION SERVICES:
 - A. DESCRIBE ENROLLMENT/COMMUNICATIONS SERVICES:
 1. WILL ONE-ON-ONE ON-SITE ENROLLMENT SERVICES BE PROVIDED?
 2. DESCRIBE OTHER COMMUNICATION SERVICES:
 - B. WILL ELIGIBLE INSURANCE PRODUCTS INCLUDE THOSE AVAILABLE FROM ANY QUALIFIED INSURANCE PROVIDERS THAT THE DISTRICT CHOOSES, E.G. LIFE, DISABILITY, DENTAL INSURANCE, CANCER EXPENSE INSURANCE?
 - C. WILL THE DISTRICT BE LIMITED TO SPECIFIC OPTIONAL INSURANCE CARRIER COMPANIES AFFILIATED WITH THE TPA?
10. HEALTHCARE REIMBURSEMENT ARRANGEMENT ACCOUNTS:
 - A. DESCRIBE ENROLLMENT/COMMUNICATION SERVICES (INCLUDE SAMPLES OF COMMUNICATION DOCUMENTS).
 - B. DESCRIBE CLAIM PAYMENT SERVICES:
 - C. WILL A HEALTHCARE REIMBURSEMENT ARRANGEMENT SPENDING DEBIT CARD BE ISSUED FOR MEDICAL FLEXIBLE SPENDING ACCOUNTS?

- D. FROM WHAT OFFICE LOCATION WILL CLAIMS BE PAID?
- E. IS DIRECT DEPOSIT AVAILABLE FOR REIMBURSEMENT TO EMPLOYEES?
- F. ARE THERE TOLL-FREE TELEPHONE NUMBERS AND TOLL-FREE FAX NUMBERS AVAILABLE?
- G. AT WHAT LOCATION ARE THE CLAIMS PROCESSED?
- H. HOW FREQUENT ARE CLAIMS REIMBURSEMENTS PROCESSED?
- I. WHAT IS NORMAL TURNAROUND CLAIM PROCESSING TIME?
- J. DESCRIBE CLAIM PAYMENT SYSTEM, INCLUDE DEGREE OF AUTOMATION:
- K. DESCRIBE CLAIM VALIDATION PROCESSES.
- L. PROVIDE SAMPLE OF CLAIM FORM
- M. HOW IS THE FLEXIBLE SPENDING ACCOUNT DATA CONVEYED TO THE PARTICIPANTS AND THE BENEFITS MANAGER?

11. DESCRIBE FEE STRUCTURE (PLEASE PROVIDE A SCHEDULE OF FEES OR STATE THAT THERE ARE NONE, IF APPLICABLE):

- A. PREMIUM ONLY:
- B. FLEXIBLE SPENDING ACCOUNTS:
- C. IS THERE A FEE STRUCTURE AVAILABLE THAT INCORPORATES VARIOUS LEVELS OF PARTICIPATION?
- D. WHAT ARE THE STANDARD COMMISSION RATES ON LIFE, DENTAL, DISABILITY, CANCER, HEART, AND VISION INSURANCES?

12. DOES THE COMPANY DEDICATE A FULLTIME EMPLOYEE TO COMPASS ROSE DURING ENROLLMENT?

- A. DOES THE COMPANY HAVE THE ABILITY TO ENROLL APPROXIMATELY 450 EMPLOYEES ONE-ON-ONE WITHIN A 10-DAY TIMEFRAME IN JULY AND AUGUST, AND NEW EMPLOYEES IN AUGUST?
- B. LIST THE OFFICE LOCATION TO SERVE OUR ACCOUNT.
- C. LIST THE STAFF EXPERIENCE FOR EMPLOYEES HANDLING OUR ACCOUNT.
- D. EXPLAIN YOUR RELATIONSHIP TO INSURANCE CARRIERS AND SECURITIES BROKERS.
- E. DO YOU HAVE ANY INSURANCE COMPANIES WITH WHOM YOU ARE REQUIRED TO DO BUSINESS?
- F. PLEASE LIST THE TYPES OF OPTIONAL INSURANCE OFFERINGS THAT YOUR COMPANY SUPPORTS (E.G. DENTAL, VISION, ACCIDENT, DISABILITY, ETC.).
- G. WHAT ARE SOME EXAMPLES OF INNOVATIVE EMPLOYEE BENEFITS OFFERINGS THAT YOUR COMPANY CAN IMPLEMENT IN COMPASS ROSE?
- H. ARE YOU PAID ANY COMMISSIONS FROM ANY OF THE VENDORS? IF SO, PLEASE LIST THE COMPANIES THAT PAY YOUR COMPANY COMMISSIONS.
- I. WILL YOUR COMPANY BE ABLE TO PROVIDE QUOTES FROM OTHER COMPANIES BESIDES THE ONES THAT YOU CURRENTLY OFFER? (I.E., COMPASS ROSE WANTS A BID FROM XYZ COMPANY, ARE YOU ABLE TO OBTAIN A QUOTE?)

- J. **DO YOU PROVIDE SAMPLE PLAN DOCUMENTS AND OTHER LEGAL FORMS? IF YES, PLEASE LIST ALL FORMS AND THEIR COSTS. ENCLOSE SAMPLE FORMS.**
- K. **WILL YOUR COMPANY PROVIDE FREE ENROLLMENT MATERIAL AND ENROLLMENT PROFESSIONALS? AT WHAT COST?**
- L. **IS THERE ANY ADDITIONAL INFORMATION YOU DEEM RELEVANT? IF SO, ATTACH SUPPLEMENTAL PAGE.**

OFFICER'S SIGNATURE

PRINTED NAME

REFERENCE FORM

List at least three (3) governmental entities (preferably public or charter/districts) where the same or similar services as contained in this specification package were recently provided by Vendor.

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

REQUEST FOR QUALIFICATIONS SIGNATURE PAGE

Qualifications will be received until 4:00 PM CST on May 15th, 2024.

Proposals, subject to all the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits, and charts attached hereto, will be received in the office of the Charter, and shall be marked on the envelope:

RFQ-24-002-Third-Party Administrator

In accepting proposals, the Charter reserves the right to reject any and all proposals in order to take the action that it deems to be in the best interest of the Charter.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law. The Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto and incorporated by reference for all purposes.

We, as an interested party, agree to the above criteria and the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits, and charts attached hereto and have submitted our proposal. I/we understand that if selected and a contract is awarded, the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto will become a part of the contract between the vendor and Compass Rose Education.

(Note: Failure to sign will disqualify bid.)

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNATURE _____

TITLE _____

TELEPHONE _____ DATE _____

ANTI-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed

Subscribed and sworn before me this ___ day of _____.

Notary Public (or Clerk or Judge)

My commission expires _____

Statement of Nondiscrimination

COMPASS ROSE EDUCATION (Charter) does not discriminate on the basis of race, religion, color, national origin, sex, disability or relationship or association with an individual with a disability in providing educational services, activities, and programs, including vocational and career technology programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

This institution is an equal opportunity provider.

Affidavit Of Non-Discriminatory Employment

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature

Date

Printed Name & Title

CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES

Texas Education Code § 22.0834 requires entities that contract with District or Charter Districts to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“Covered Employees”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Compass Rose Public Schools (the “Charter”) retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by the Charter, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
 - a. Crimes involving moral turpitude;
 - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
 - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
 - d. Crimes involving Charter property or funds;
 - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
 - f. Crimes occurring wholly or in part on Charter property or at a Charter-sponsored activity; and
 - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public Charter.
5. Any other offense that the Charter believes might compromise the safety of students, staff, or property.

Any contractor interested in participating in the Charter’s Contractor Bid and Vendor Services Process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for Charter contracts.

CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES

Please complete the information below:

I, the undersigned agent for _____ (“Provider”), certify that [check one]:

None of the employees of Provider and any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Provider has taken precautions or imposed conditions to ensure that the employees of Provider and any subcontractor will not become covered employees. Provider will maintain these precautions or conditions throughout the time the contracted services are provided.

or

Some or all of the employees of Provider and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Provider has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Provider receives information that a covered employee subsequently has a reported criminal history, Provider will immediately remove the covered employee from contract duties and notify the Charter in writing within three business days.
3. Upon request, Provider will provide the Charter with the name and any other requested information regarding covered employees so that the Charter may obtain criminal history record information on the covered employees.
4. If the Charter objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Provider agrees to discontinue using that covered employee to provide services to the Charter.
5. All covered employees hired after January 1, 2008, have completed the required background check process prior to performing any duties related to the Charter or having any direct contact with students.
6. **Background and fingerprint documentation for all “covered employees” are attached to this packet.**

I understand that non-compliance with this certification by Provider may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of Provider Official

Date

Debarment or Suspension Certificate

Compass Rose Education is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Provider certifies that no suspension or debarment is in place, which would otherwise preclude Provider or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Authorized Signature

Date

Printed Name, Title

Company Name

Contract Provisions (EDGAR Certifications)

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. **Vendor Violation or Breach of Contract Terms.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council the Defense Acquisition Regulations Council as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Except as otherwise provided for in these Terms and Conditions, either party may terminate the contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party. Compass Rose Public Schools will not be liable to the vendor for any damages (including but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on the vendor's default or breach of contract. If any delay or failure of performance is caused by Force Majeure, Compass Rose Public Schools may, in its sole discretion, terminate the contract in whole or in part, provided such termination complies with the procedures set out above. Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting vendor. Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in vendor's industry equally and are not actions taken solely against vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires' explosions' epidemics; riots; war; rebellion; or sabotage. The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to the vendor violation and breach of contract terms.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

2. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by Compass Rose Public Schools including the manner by which it will be effected and the basis for settlement. With this paragraph, Compass Rose Public Schools shall only be required to pay the vendor for goods or services delivered to the Charter prior to the termination and not otherwise returned in accordance with the vendor's return policy. If Compass Rose Public Schools has paid vendor for goods or services not yet provided as of the date of termination, vendor shall immediately refund such payment(s). If an alternate provision for termination of a Compass Rose Public Schools purchase for cause and convenience, including the manner by which it will be effected as the basis for settlement, is included in Compass Rose Public Schools purchase order, or construction contract agreed to by the vendor, this provision shall prevail.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

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

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

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

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

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

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

7. **Certification of Compliance with Buy America Provisions.** If Compass Rose Public Schools federal

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

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

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

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

9. **Debarment and Suspension.** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

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

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

11. **Procurement of Recovered Materials.** Compass Rose Public Schools and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000 procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

12. **Profit as a Separate Element of Price.** For purchases with federal funds in excess of \$150,000, a District or open enrollment charter District may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by the Charter, vendor agrees to provide information and negotiate with the Charter regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the Charter shall not exceed the awarded pricing, including any applicable discount, under vendor's Charter Contract.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

13. **Record Retention Requirements For Contracts Paid With Federal Funds.** When federal funds are expended by Compass Rose Public Schools for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory requirements detailed in 2 CFR 200.333. The vendor further certifies that vendor will retain all records required by 2 CFR 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all pending matter are closed.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

14. **Energy Efficiency Standards and Policies.** When federal funds are expended by Compass Rose Public Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

15. **General Compliance and Cooperation with Charter.** In addition to the foregoing specific requirements, vendor agrees in accepting any purchase order from the Charter, it shall make a good faith effort to work with the Charter to provide such information and to satisfy such requirements as may apply to a particular Charter purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

This Section Intentionally Left Blank

Certificate of Interested Parties Form 1295

A person or business entity entering into a contract and/or agreement with Compass Rose Education is required by the New Government Code Statute §2252.908, to complete Form 1295 “Certificate of Interested Parties”. This form must be submitted online at:

<https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>

Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, notarized and then submitted along with the bid/quote/proposal document(s).

If Form 1295 is not submitted along with your bid/quote/proposal response, your response may be considered “non-responsive” and may be disqualified.

Form CIQ

Please complete the form located at the following link:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Child Support Certification

Please complete the form located at the following link:

<https://www.hhs.texas.gov/sites/default/files/documents/laws-regulations/forms/1903/1903.pdf>

Form W-9 Request for Taxpayer Identification Number and Certification

Please complete the form located at the following link:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

RETURN THESE COMPLETED DOCUMENTS IN SUBMITTAL PACKET

Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Proposer**”:

Company Name (Please Print)

I certify that my company qualifies as a “**Nonresident Proposer**”
(NOTE: You must furnish the following information)

Indicate the following information for your “**Resident State**”: (The state your principal place of

business) Company Name

Address

City

State

Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title

Felony Conviction Disclosure Statement

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

Subsection (b) states “a Charter may terminate a contract with a person or business entity if the Charter 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 Charter must compensate the person or business entity for services performed before the termination of the contract.

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

Vendors Name: _____

Signature of Authorized Company Official: _____

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