
REQUEST FOR PROPOSAL (RFP)



Commercial Insurance Provider RFP No. 2022ComIns005

Prepared By:
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<https://www.kilgore.edu/about/offices/procurement-services>

REQUEST FOR PROPOSAL

Kilgore College (“College”) is seeking bids from qualified firms for a competitive insurance program.

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

MILESTONE	DATE
Posted/Published	April 23, 2023
Questions Deadline	May 10, 2023 3pm CST
Close to Proposals (“Submittal Deadline”)	May 17, 2023 3pm CST
Contract Awarded	June, 2023

Term of Service:

The policies will need to be bound Sept 1, 2023, through August 31, 2023, with three (3) one-year renewals with the same broker.

Questions:

All questions related to the RFP are to be directed to Betsy Hansard, Procurement Services Manager via email to bhansard@kilgore.edu. NO PHONE CALLS WILL BE ACCEPTED. All questions must be submitted no later than noon on May 10, 2023. Answers to questions at will be available to all proposers on the KC Procurement Services website: <https://www.kilgore.edu/about/offices/procurement-services>.

SECTION 1

INTRODUCTION

1.1 Description of Kilgore College

Kilgore College is a community college that includes seven independent school districts in its tax district and has a service area of twenty independent school districts.

Kilgore College is a comprehensive community college organized in 1935. Kilgore College provides quality educational offerings and services which enable students to develop their intellectual potential, achieve career proficiency, and enrich their social, cultural, and civic experiences in a democratic society.

Kilgore College serves approximately 5,500 students enrolled in credit hour classes and an additional 3,500 students in adult education and continuing education courses in any given term. The main campus is located in Kilgore, Gregg County, Texas; an extension center is operated in Longview, Texas; and courses are offered in other cities in the College's service area. Kilgore College operates the regional East Texas Police Academy which provides in-service law enforcement training for entities in a thirty-five-county region of Northeast Texas, a regional Fire Academy, an extensive AEL program, and extensive customized workforce training.

1.2 Objective of this Request for Proposal

Kilgore College seeks to secure a competitive insurance program that will provide the broadest coverage at the most competitive price available. These specifications will allow the College to select the vendor who can provide such a program. The College reserves the right to accept or reject any or all proposals, waive any formalities in the proposal process, and to award the proposal that best serves the interest of the College.

Kilgore College ("KC") is soliciting proposals in response to this Request for Proposal, RFP 2022ComIns005 (this "RFP"), from qualified vendors to provide Commercial Insurance (the "Services"). The Services, which are more specifically described in **Section 5.5 and Appendix Two** (Coverage Specifications) of this RFP, include:

- (1) Commercial Property,
- (2) Inland Marine, to include Separate Policy for East Texas Oil Museum
- (3) Commercial General Liability,
- (4) Business Automobile Liability,
- (5) Excess Liability,
- (6) Educators Legal Liability,
- (7) Law Enforcement Liability,
- (8) Medical Professional & Accidental Liability (certain students at KC),
- (9) Commercial Crime,
- (10) Equipment Breakdown,
- (11) International Travel Liability.

All information contained in this RFP is believed to be substantially correct. However, the responsibility for determining the full extent of the services required and verification of all

information herein shall rest solely with those making proposals. Neither the College nor its representatives shall be responsible for any error or omission in this RFP.

1.3 Contract and Service Agreement

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing contract.

The services/coverages/products requested are currently anticipated to commence on September 1, 2023.

Each proposer acknowledges that the College has made a reasonable attempt to provide the proposer with relevant pricing and exposure data. The proposer, therefore, waives any right of avoidance of the contract based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.5 Clarifications and Interpretations

KC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only KC's responses that are made by formal written Addenda will be binding on KC. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by KC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must accompany the proposer's proposal. It is the proposer's responsibility to make sure they have obtained all addenda.

1.6 Proposal Evaluation Process

The evaluation of the proposals shall be based on the requirements and points described in Section 2.3 of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by KC.

KC will select Vendor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals by this RFP will be rejected by KC as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, KC may invite one or more selected proposers to participate in oral presentations. KC will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Vendor.

KC may make the selection of Vendor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, KC may make the selection of Vendor on the basis of negotiation with any of the proposers. In conducting such negotiations, KC will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At KC's sole option and discretion, KC may discuss and negotiate all elements of the proposals submitted by selected proposers within a specified competitive range. For purposes of negotiation, KC may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, KC will defer further action on proposals not included within the competitive range pending the selection of Vendor; however, KC reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of KC.

After submission of a proposal but before final selection of Vendor is made, KC may permit a proposer to revise its proposal in order to obtain the proposer's **best and final offer**. In that event, representations made by proposer in its revised proposal, including price and fee quotes, will be binding on proposer. KC will provide each proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. KC is not obligated to select the proposer offering the most attractive economic terms if that proposer is not the most advantageous to KC overall, as determined by KC.

KC reserves the right to negotiate any commissions and/or fees with any insurance intermediary or authorized representative with the winning proposal.

KC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of KC. Proposer is hereby notified that KC will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by KC.

1.7 KC's Reservation of Rights/Unbalanced Proposal

KC may evaluate the proposals based on the anticipated completion of all or any portion of the Project. KC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Qualifications, or to reject any and all Proposals and temporarily or permanently abandon the Project. KC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project, and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by KC.

If the best proposer's proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The College reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.8 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, proposer acknowledges (1) proposer's acceptance of [a] the proposal Evaluation Process (ref. **Section 1.6** of this Section), [b] the Criteria for Selection (ref. **Section 2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] the PO Terms and Conditions (ref. **Section 6** of **APPENDIX ONE**), and [e] all other requirements and specifications set forth in this RFP; and (2) proposer's recognition that some subjective judgments must be made by KC during this RFP process.

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the proposer's participation in this RFP shall be at the sole risk and responsibility of the proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals, and KC has made no representation written or oral that one or more agreements with KC will be awarded under this RFP; (2) KC issues this RFP predicated on KC's anticipated requirements for the Services, and KC has made no representation, written or oral, that any particular scope of services will actually be required by KC; and (3) proposer will bear, as its sole risk and responsibility, any cost that arises from proposer's preparation of a proposal in response to this RFP.

1.10 Eligible Respondents

Only individual firms or lawfully-formed business organizations may apply. (This does not preclude a respondent from using consultants.) KC will contract only with the individual firm or formal organization that submits a Proposal in accordance with the requirements set forth herein.

1.11 Sales and Use Taxes

Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include junior college districts. The section further permits the purchase tax free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the tax-free purchase of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

1.12 Certification of Franchise Tax Status

Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent further agrees that each subVendor and supplier under contract will also provide a certification of franchise tax status.

1.13 Proposal Validity Period

Each proposal must state that it will remain valid for KC's acceptance for a minimum of ninety (90) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

1.14 Equal Opportunity Employer

KC is an equal opportunity employer and does not discriminate in awarding contracts or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. KC requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016.

If awarded a contract, the vendor may be required to complete and submit this form. KC will be unable to execute, and services cannot be performed until the process is complete.

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

1.16 Bid Protest Procedure

A vendor who has timely responded to an Invitation to Bid, Request for Proposal, or Competitive Sealed Proposal, but is not awarded the bid, has the right to protest the bid award if the amount of the bid is over \$50,000 in the aggregate. A protest must be made in writing and submitted to Chief Financial Officer no later than five (5) business days after the award of the bid. The date of the bid award will not be counted as one of the five (5) business days. Any protest submitted after five (5) business days is untimely and will not be considered by the College.

The written protest must contain the following in order to be considered:

- (a) A specific identification of the statutory, regulatory, or policy provision(s) that the action complained of is alleged to have violated;
- (b) A specific description of each act alleged to have violated the statutory, regulatory, or policy provision(s) identified in “a” of this subsection;
- (c) A precise statement of the relevant facts;
- (d) An identification of the issue or issues to be resolved;
- (e) Arguments and authorities in support of the protest; and
- (f) An affidavit that the contents of the protest are true and accurate.

No amendments to the protest will be considered by the College.

Campus Services, legal counsel for the College, and/or a committee headed by and appointed by the Chief Financial Officer, shall review the protest documentation and shall provide the protestor a final written determination regarding whether any statutes, regulations, or policies have been violated, the reasons for the determination, and remedial action to be taken, if any. This review and final determination may be made with the assistance of legal counsel. The written determination shall be made within ten (10) business days of the receipt of the protest, unless the Purchasing Agent, or the designee, notifies protestor that additional time is needed. The decision shall be final.

1.17 Felony Conviction Notification

Bidders are hereby notified that in accordance with Section 44.034 of the Texas Education Code, a person or business entity that enters into a contract with Kilgore College must give notice to College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Furthermore, the College may terminate a contract with a person or business entity if the College determines that the person or business entity failed to give this notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly-held corporation.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

KC will accept proposals submitted in response to this RFP until 3:00 pm, on **May 17, 2023**, in the Procurement Services Office (the “**Submittal Deadline**”).

2.2 KC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following KC contact (“**KC Contact**”):

Kilgore College
Attn: Betsy Hansard
Procurement Services Manager
108 Choice St.
Kilgore, TX 75662
903-983-8105
bhansard@kilgore.edu

KC specifically instructs all interested parties to restrict all contact and questions regarding this RFP via email communications forwarded to KC Contact. KC Contact must receive all questions or concerns no later than **May 10, 2023 at 3:00 pm**. KC will have a reasonable amount of time to respond to questions or concerns. It is KC’s intent to respond to all appropriate questions and concerns; however, KC reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful proposer, if any, selected by KC in accordance with the requirements and specifications set forth in this RFP will be the proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to KC. The successful proposer is referred to as the “**Vendor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to KC in terms of (1) **service capabilities**, (2) **financial ability/stability**, (3) **costs of services to KC**, (4) **comprehensiveness of the proposal**, and (5) **account management plan**. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to KC in a contract for the Services.

An evaluation team from KC will evaluate proposals. The evaluation of proposals and the selection of Vendor will be based on the information provided by proposer in its proposal. KC may give consideration to additional information if KC deems such information relevant.

2.3.1 The criteria to be considered by KC in evaluating proposals and selecting Vendor, will be those factors listed below.

Scoring Criteria:

2.3.1.1 Service Capabilities (25 points)

- Demonstration of competency and experience.

- For the purpose of evaluating competency and experience, the degree of relevant experience of the proposer with other Texas public entities will be a primary factor.
 - Other relevant experience with clients other than Texas public entities which indicate the scope of services, experience and resources available from proposer with respect to the services sought by the College will also be considered.
- 2.3.1.2 Financial Ability/Stability..... (15 points)
- Financial strength of the proposer and/or proposed insurers, as applicable, as determined by the College.
- 2.3.1.3 Costs of Services..... (35 points)
- Total evaluated costs of the proposed insurance coverages and/or services, as applicable.
 - Recognizing that there are important considerations other than costs, the College may not necessarily select the proposal with the lowest costs.
- 2.3.1.4 Comprehensiveness of the proposal..... (20 points)
- The College will consider one carrier who can provide all lines of coverage in a package format, or will consider various groups.
 - Any pricing adjustments due to unbundling from package to monoline must be indicated in the initial process.
- 2.3.1.5 Account Management Plan..... (5 points)
- The proposer’s written plan explaining how the proposer plans to manage this account and integrate its efforts with those of the College’s staff and work processes.
 - Proposer’s plan to have one point of contact between proposer and College, along with a back-up.
 - Proposer should demonstrate knowledge of unique liability limitations of Texas colleges.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of four (4) complete and identical copies of its *entire* proposal and one (1) original. An *original* signature by an authorized officer of proposer must appear on the Execution of Offer (**Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

3.2 Submission

Proposals must be received by KC on or before the Submittal Deadline (**Section 2.1**) and should be delivered to or, if sending by common carrier (FedEx, UPS, etc.), mailed to:

Kilgore College
Attn: Betsy Hansard
Procurement Services Manager
108 Choice St.
Kilgore, TX 75662
903-983-8105

3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, including the KC Terms and Conditions (**Section 6** of **APPENDIX ONE**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (**APPENDIX ONE**) and the Specifications and Additional Questions (**Section 5**). If there is a conflict among the provisions in this RFP, the provision requiring proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.3.1.1. Specifications and Additional Questions (**Section 5**);

3.3.1.2. KC Purchase Order Terms and Conditions (**Section 6** of **APPENDIX ONE**);

3.3.1.3. Proposal Requirements (**APPENDIX ONE**);

3.3.1.4. Notice to Proposers (**Section 2**).

3.4 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If proposer fails to return each of the following items with its proposal, then KC may reject the proposal:

3.4.1 Signed and Completed Execution of Offer (**Section 2** of **APPENDIX ONE**)

3.4.2 Signed and Completed Pricing Proposal (**Section 6**)

3.4.3 Responses to Proposer's General Questionnaire (**Section 3** of **APPENDIX ONE**)

- 3.4.4 Signed and Completed Addenda Checklist (**Section 4** of **APPENDIX ONE**)
It is the proposer's responsibility to make sure they have obtained all addenda.
- 3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions (**Section 5**)
- 3.4.6 Signed and Completed Felony Conviction Notification Form (**Section 5** of **APPENDIX ONE**)
- 3.4.7 Signed KC Purchase Order Terms and Conditions (**Section 6** of **APPENDIX ONE**)

SECTION 4

KC PURCHASE ORDER TERMS AND CONDITIONS

The KC Purchase Order Terms and Conditions contained in **Section 6** of **APPENDIX ONE** or, in the sole discretion of KC terms and conditions substantially similar to those contained in the KC Purchase Order Terms and Conditions, will govern any agreements that result from this RFP.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General Information

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful proposer is referred to as the “**Vendor.**”

KC will consider multi-year quotes with rate guarantees or rate caps in one (1) year terms, based on fiscal year funding or appropriations, existing terms, conditions, quality of service, and competitive prices. The initial term of the contract shall be for a period of one (1) year, commencing upon the date of award or date specified and may be renewed for four (4) additional one-year periods upon mutual agreement and Board approval. Must receive renewal terms in time for Finance Committee and Board approval.

KC desires to secure a competitive insurance program that will provide the broadest coverage at the most competitive price available. These specifications will allow KC to select the vendor who can provide such a program.

Vendors may not reserve any market prior to the release date of the RFP. Any markets previously reserved must be released and reserved only on or after the release of the RFP. The criteria for a particular vendor having blocked (or reserved) a market rests solely with the underwriting department of any insurance company with agencies wishing to participate in the RFP process and not with the College. Further, insurance companies have unilateral authority to assign an Agent of Record or honor any existing record of Agent. The College will not issue a Letter of Release of Agent of Record to free the market of any particular insurance company. Because of this, the College will not be responsible for determining a blocked market based on the timing of a particular fax, intent letters mailed or delivered, or consideration of prior/current relationship to any underwriter, other than to enforce the release date.

5.2 Minimum Qualifications of Proposer

Each Proposal must include information that clearly indicates that proposer meets each of the following minimum qualification requirements:

- 5.2.1 The proposer must be properly licensed by the State of Texas to provide the services proposed and must provide a copy of all licenses to the College that are the subject of this RFP.
- 5.2.2 The proposer must have an active appointment with the insurers being proposed.
- 5.2.3 The proposer shall have, at inception of the Contract and shall maintain throughout the term of the Contract (including any renewals, extensions or replacements thereof), the following insurance policies:
 - (a) Professional liability insurance with limits of at least \$1 million, and
 - (b) Employee dishonesty insurance with limits of at least \$250,000.

Professional liability coverage written on a “claims-made” form must provide for an extended reporting period of 24 months after the date of termination of the Service Agreement.

Proposer must disclose the following:

- (1) Amount of any impairment to policy limits as a result of prior claim payment.
- (2) Existence of any threatened or ongoing litigation that has potential to adversely affect limits of liability.

Proposer shall provide the College with thirty (30) days written notice of erosion of aggregate limit of the professional liability coverage.

Such insurance will be provided by insurers which are authorized or admitted to provide such insurance in the State of Texas and will have an A.M. Best rating of at least “A-X” at the date of award of contract. The proposer will provide the College with evidence of such insurance that is satisfactory to the College.

The proposer should provide the College with a copy of the declarations page and a copy of all endorsements at the inception date of the Contract and on each anniversary date thereafter.

5.3 Minimum Security of Insurers Proposed to Provide Insurance

- 5.3.1 Proposed insurers must have an A.M. Best rating of “A-X” or better at the date of award of contract.
- 5.3.2 A Lloyd’s company will be acceptable if it is a 100% owned subsidiary of a parent with an A.M. Best rating of “A-X”, or a guaranty bond with proper power of attorney should be submitted with the proposal.
- 5.3.3 A program or plan qualifying under the Interlocal Cooperation Act, Chapter 791, Title 7, Government Code, or equivalent, will also be acceptable.

5.4 Loss Prevention Services

5.5 Pricing Proposal – Section 6 and APPENDIX FOUR

5.6 Coverage Specifications/Underwriting Information – APPENDIX TWO

SECTION 6

PRICING PROPOSAL

Proposal of: _____
(Proposer Company Name)

To: Kilgore College

Ref.: Commercial Insurance

RFP No.: 2022ComIns005

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the requested commercial insurance pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.1 Pricing Proposal for Services Offered

6.1.1 KC Pricing Proposal (See **Appendix Five**; Pricing Worksheets). It must be filled out completely and returned with this executed Pricing Proposal.

- 6.1.1.1 Commercial Property: \$ _____
- 6.1.1.2 Inland Marine,
to include Separate Policy for
East Texas Oil Museum \$ _____
- 6.1.1.3 Commercial General Liability: \$ _____
- 6.1.1.4 Business Automobile Liability: \$ _____
- 6.1.1.5 Excess Liability: \$ _____
- 6.1.1.6 Educators Legal Liability: \$ _____
- 6.1.1.7 Law Enforcement Liability: \$ _____
- 6.1.1.8 Medical Professional Liability: \$ _____
- 6.1.1.9 International Liability: \$ _____
- 6.1.1.10 Commercial Crime: \$ _____
- 6.1.1.11 Equipment Breakdown: \$ _____

6.2 Added Value

6.2.1 Describe any proposed benefits to KC from proposer, not otherwise set forth herein, which would be an added value to KC. Examples of these benefits might include sponsorship of events, scholarships, and the like. Such benefits are wholly voluntary and are not a requirement of this RFP but may be considered by KC in determining the best value for the college.

6.3 KC’s Payment Terms

KC’s standard payment terms for services are “Net 30 days.” Indicate below the prompt payment discount that proposer will provide to KC:

Prompt Payment Discount: _____ % _____ days/net 30 days

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE

PROPOSAL REQUIREMENTS

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APPENDIX ONE

SECTION 1

GENERAL INFORMATION

1.1 Purpose

KC is soliciting competitive sealed proposals from proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by KC.

By submitting a proposal, proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the proposer.

1.2 Proposal Requirements and General Instructions

- 1.2.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.2.2 Proposers must submit proposals in accordance with the specifications in Section 3. Each variance to these specifications must be clearly stated in the proposal. Slight variations to specifications might be accepted; however, the College will be the sole judge as to what variations will be allowed.
- 1.2.3 Any program of insurance containing different methods of handling coverage and increased protection which are not in the specifications will be welcomed; however, it must be submitted separately as an alternative proposal. Consideration will be given to any alternative which is fully supported by information explaining the rationale for broader or more reasonable coverage for the College.
- 1.2.4 All products and/or services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the College, shall be included in the proposal.
- 1.2.5 Any deviations to any of the specifications shall be clearly noted in writing by the proposer and shall be included with the proposal.
- 1.2.6 Proposals and any other information submitted by proposer in response to this RFP will become the property of KC.
- 1.2.7 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by KC, at KC's sole discretion.
- 1.2.8 Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

- 1.2.9 KC makes no warranty or guarantee that an award will be made as a result of this RFP. KC reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP deemed to be in KC's best interest. KC reserves the right to seek clarification from any proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to KC, at KC's sole discretion. Representations made by proposer within its proposal will be binding on proposer.
- 1.2.10 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by KC, at KC's sole discretion.

1.3 Preparation and Submittal Instructions

1.3.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (Section 2 of APPENDIX ONE) as part of its proposal. The Execution of Offer must be signed by a representative of proposer duly authorized to bind the proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by KC, at its sole discretion.

1.3.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing Proposal (Section 6), and Appendix Four Worksheets as part of its proposal. In the Appendix Four Worksheets, the Proposer should answer each applicable section. The fees must inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

KC will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing Proposal and Appendix Four.

1.3.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (Section 3 of APPENDIX ONE). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (Section 4 of APPENDIX ONE) as part of its proposal.

Any proposal received without a completed and signed Addenda Checklist may be rejected by KC, at its sole discretion. It is the proposer's responsibility to make sure they have obtained all addenda.

1.3.6 Felony Conviction Notification Form

Proposer must complete, sign and return the attached Felony Conviction Notification Form (Section 5 of APPENDIX ONE) as part of its proposal. The Felony Conviction Notification Form must be signed by a representative of proposer duly authorized to bind the proposer to its proposal. Any proposal received without a completed and signed Felony Conviction Notification Form may be rejected by KC, at its sole discretion.

1.3.7 KC Purchase Order Terms and Conditions

Proposer must sign and return the attached KC Purchase Order Terms and Conditions (**Section 6 of APPENDIX ONE**) as part of its proposal. The KC Purchase Order Terms and Conditions must be signed by a representative of proposer duly authorized to bind the proposer to its proposal. Any proposal received without a signed KC Purchase Order Terms and Conditions may be rejected by KC, at its sole discretion.

1.3.8 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP Number and the Submittal Deadline (**Section 2.1**) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the proposer should be clearly visible.

Upon proposer's request and at proposer's expense, KC will return to a proposer its proposal received after the Submittal Deadline if the proposal is properly identified. KC will not, under any circumstances, consider a proposal that is received after the Submittal Deadline.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to KC. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without KC's consent, which will be based on proposer's submittal of a written explanation and documentation evidencing a reason acceptable to KC, at KC's sole discretion.

By signing the Execution of Offer (Section 2 of APPENDIX ONE) and submitting a proposal, proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on KC that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is proposer's good faith intent to enter into an agreement with KC as specified herein and that such intent is not contingent upon KC's acceptance or execution of any terms, conditions, or other documents attached to or referenced in proposer's proposal.

1.3.9 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.3.10 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.3.11 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

APPENDIX ONE

SECTION 2

EXECUTION OF OFFER

Commercial Insurance Package RFP 2022ComIns005

1. By signature hereon, Respondent offers and agrees to furnish to KC the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - e. Respondent, if selected by KC, will maintain insurance as required by the Contract;
 - f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that KC will rely on such statements, information and representations in selecting the Successful Respondent. If selected by KC as the Successful Respondent, Respondent will notify KC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the

company under any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.

7. By signature hereon, Respondent certifies as follows:
"Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
8. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exists between Respondent and KC.
9. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 *Texas Government Code*).
10. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
11. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
12. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless KC, all of its board members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs and expenses (including reasonable attorneys' fees and court costs), damages, and liabilities, arising out of, connected with, or resulting from any negligent or willful acts or omissions of Respondent or any agent, employee, subVendor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.
13. By signature hereon, Respondent agrees that KC's bid protest policy, which is included in the RFP, will govern any protests related to this RFP and agrees to the terms of same.

Please complete the following:

Respondent's EIN No: _____

If Sole Owner:

Respondent's SS No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number:

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Submitted and Certified By:

(Respondent's Name)

(Authorized Signature)

(Date)

(Printed Name/Title)

(Telephone Number)&(Fax Number)

(Street Address)

(City, State, Zip Code)

APPENDIX ONE

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Legal Name of Proposer Company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If proposer is a subsidiary, KC prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

- 3.1.2 State whether proposer will provide a copy of its financial statements for the past two (2) years if requested by KC.
- 3.1.3 Proposer will provide a financial rating of the proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against proposer that would affect its performance under an Agreement with KC (if any).
- 3.1.6 Is proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which proposer currently has contracts and/or to which proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by KC's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by proposer.
- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between proposer and any employee of KC? If yes, proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.
- 3.1.10 Proposer will fully disclose any and all commissions and/or fees which would be payable, directly or indirectly, to any and all insurance intermediaries involved in the placement of the coverage(s) that is the subject of this RFP.
- 3.1.11 Do Interlocal Agreement and/or By-Laws allow the school districts to be assessed monies when funds are inadequate to pay claims?
- 3.1.12 Do the reinsurance terms include a "maximum stop-loss amount" which is the total amount to be paid for claims incurred in any one policy year?
- 3.1.13 Have you previously had to assess your members?
- 3.1.14 Did your program previously operate under another name? If yes, did that entity cease operating? If yes, did the prior entity ever assess its members? If yes, did the prior entity ever have litigation filed against it for failure to pay claims?
- 3.1.15 Do you anticipate an assessment of members for the current plan year of 2019-2020?

- 3.1.16 Does your agency's Errors & Omissions Insurance exclude coverage for programs that are not rated by A.M. Best?
- 3.1.17 Do any of the coverage forms have a restriction on the number of days you have to report a claim?
- 3.1.18 Is your agency licensed by the Texas Department of Insurance as a Property & Casualty agent? If yes, does the salesperson and service person also hold a Property & Casualty license with TDI?

3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the proposer's service approach and will describe any unique benefits to KC from doing business with proposer. Proposer will briefly describe its approach for the required services identified in **Section 5.5** and **APPENDIX TWO** Coverage Specifications of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.
- 3.2.3 Each proposer, other than the incumbent, will submit a transition plan which will cover the following:
 - 3.2.3.1 Timeline for each major task that must be completed in order to effect a smooth and effective transition;
 - 3.2.3.2 For each task in 3.2.3.1 above, show the name of the individual responsible for its completion (must have a dedicated representative); and
 - 3.2.3.3 Specify the resources that you will make available to the College to assist the College on any task for which the College is responsible;
 - 3.2.3.4 The successful proposer is required to meet with the College within one week of notice of contract award to ensure all of the above points are completed and to review, in detail, the proposed transition plan.
- 3.2.4 Proposer will describe the types of reports or other written documents proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under an agreement with KC, including their specific experiences with similar service projects, and number of years of employment with proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under an agreement with KC and how proposer plans to manage these difficulties. Proposer will describe the assistance it will require from KC.

3.4 Service Support

Proposer will describe its service support philosophy, how the philosophy is implemented, and how proposer measures its success in maintaining this philosophy.

3.5 Loss Prevention Services

Proposer will describe provided loss prevention services with specific education, training, and risk management materials/resources that are available to KC's personnel.

3.6 Miscellaneous

3.6.1 Proposer will provide a detailed list of any additional services or benefits not otherwise identified in this RFP that proposer would propose to provide to KC. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

APPENDIX ONE

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: Kilgore College
RFP No.: 2022ComIns005 Commercial Insurance Provider

Ladies and Gentlemen:
The undersigned proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial for each if applicable).

It is the proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC's website at <https://www.kilgore.edu/about/offices/procurement-services>.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____ No. 7 _____ No.8 _____ No.9 _____

No. 10 _____ No. 11 _____ No. 12 _____ No. 13 _____ No. 14 _____ No. 15 _____

If no Addenda's available initial here. _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE

SECTION 5

FELONY CONVICTION NOTIFICATION FORM

KILGORE COLLEGE
REQUEST FOR PROPOSALS 2022ComIns005
FELONY CONVICTION NOTIFICATION

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

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (1) 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

.....
I 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.

NAME: _____

A. I have not been convicted of a felony.

Signature: _____ **Date:** _____

B. I have been convicted of a felony.

Name of Felon(s): _____
Details of Conviction(s): _____

Signature: _____ **Date:** _____

C. The associated firm (or practice) 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): _____

Signature: _____ **Date:** _____

APPENDIX ONE

SECTION 6

KC PURCHASE ORDER TERMS AND CONDITIONS

Purchase Order Terms and Conditions for a Commercial Insurance Package

1. DELIVERY; SUBSTITUTIONS; INVOICES: Goods shall be delivered and services performed during normal business hours. Goods shall be delivered to the College's address identified in this Purchase Order. If delay in delivery or performance is foreseen, Vendor shall give prompt written notice to College's Purchasing Office. Upon notice, the College has the right to extend the delivery or performance date in its sole discretion. Vendor shall keep the College advised at all times of the status of delivery and performance under this Purchase Order. Vendor shall only tender for acceptance those goods and services that conform to the requirements of this Purchase Order. Substitutions, cancellations and price changes will require prior written consent of the College. Default in promised delivery or performance or failure to conform to the requirements of this Purchase Order authorizes the College to purchase goods or services elsewhere and charge to Vendor any excess cost of such repurchase. Vendor shall show this Purchase Order number on all packages, shipments, and invoices.

2. WARRANTIES: In addition to all warranties established by law, Vendor hereby represents, covenants, certifies, warrants and agrees that:

(a) it will comply with all requirements of this Purchase Order.

(b) if Vendor is a corporation or a limited liability company, it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

(c) if Vendor is a corporation or a limited liability company, it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Texas Tax Code*, or is exempt from the payment of such taxes, or is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable, and that if this certification is false or inaccurate, at the College's option, this Purchase Order may be terminated and payment withheld.

(d) in accordance with Section 231.006, *Texas Family Code*, the individual or business entity named in this Purchase Order is not ineligible to receive the award of or payment under this Purchase Order, and this Purchase Order may be terminated and payment may be withheld if this certification is inaccurate.

(e) all goods and services covered by this Purchase Order shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the College (collectively "specifications") and shall be new, merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. The College shall have the right of inspection and approval and may reject and return goods or require re-performance of services at Vendor's expense if defective or not in compliance with the specifications. Defects shall not be deemed waived by the College's failure to notify Vendor upon receipt of goods or completion of services or by payment of invoice.

(f) no disclosure, description, or other communication of any sort shall be made by Vendor to any third person of the fact of the College's purchase of goods or services hereunder, or of the details and characteristics thereof without the College's prior written consent. Anything furnished to Vendor by the College pursuant to this Purchase Order including limitation samples, drawings, patterns, and materials shall remain the property of the College, shall be held at Vendor's risk, and shall be returned to the College upon the College's request, and no disclosure or reproduction thereof in any form shall be made without the College's prior written consent.

(g) all goods delivered or services provided pursuant to this Purchase Order shall conform to standards established for such goods and services by any applicable federal, state, or local laws or regulations, including without limitation those standards promulgated by the federal Occupational Safety and Health Administration (OSHA) and the Texas Hazard Communication Act, Chapter 502, *Texas Health and Safety Code*.

(h) use or sale of any goods delivered hereunder, except (with respect to patents) goods produced to the College's detailed design, will not infringe any adverse valid patent, copyright, trademark or other intellectual property right.

(i) the price to be paid by the College shall be that contained in Vendor's bid, which Vendor warrants to be no higher than Vendor's current prices on orders by others for goods or services of the kind covered by this Purchase Order for similar quantities to similar customers under similar conditions. In the event Vendor breaches this warranty, the prices shall be reduced to Vendor's current prices on orders by others or, in the alternative, the College may cancel this Purchase Order without liability to Vendor.

(j) the foregoing representations, covenants, certifications, warranties and agreements shall survive acceptance of goods as well as performance of services hereunder.

3. ANTITRUST LAWS; CLAIMS FOR OVERCHARGES: Vendor warrants and represents that neither Vendor nor any party acting on behalf of Vendor has violated the antitrust laws of the United States or of the State of Texas. Vendor hereby assigns to the College any and all claims for overcharges associated with this Purchase Order which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., or of the State of Texas, Tex. Bus. & Comm. Code Sec. 15.01, et seq.

4. COMPLIANCE WITH LAW AND COLLEGE RULES:

(a) Vendor is fully informed concerning and is in full compliance with its obligations, if any, under the following:

- (1) Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended;
- (2) Executive Order 11701, as amended;
- (3) Executive Order 11246, as amended;
- (4) Rehabilitation Act of 1973, as implemented by 41 CFR 60-741, as amended;
- (5) Vietnam Era Veterans Readjustment Act of 1974 as implemented by 41 CFR 60-250, as amended;
- (6) Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended.

(b) If this Purchase Order requires the presence on the College's premises of Vendor's employees, agents, subVendors or suppliers, Vendor shall cause such parties to comply with all applicable rules of the College, including without limitation those relative to environmental quality, safety, and fire protection.

5. INDEPENDENT VENDOR: In performing any services hereunder, Vendor is, and undertakes performance thereof as, an independent Vendor, with sole responsibility for all persons employed in connection therewith, including without limitation, exclusive liability for the payment of all federal, state, and local unemployment and disability insurance premiums and fees and all social security and other taxes and contributions payable in respect of such persons, from and against which liability Vendor agrees to indemnify, defend, exonerate and hold harmless the College.

6. INDEMNITY: VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COLLEGE, THE BOARD OF TRUSTEES("BOARD") AND THEIR OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND ALL OTHER CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY "CLAIMS"), ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS PURCHASE ORDER OR THE GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER, TO THE EXTENT CAUSED BY THE ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBVENDORS OR SUPPLIERS. IN ADDITION, VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS PURCHASE ORDER OR THE GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER.

7. **INSURANCE:** If this Purchase Order requires the presence on the College’s premises of Vendor’s employees, agents, suppliers or permitted subVendors (if any), Seller agrees to maintain and to cause its agents, suppliers and permitted subVendors (if any) to maintain the following insurance coverages for at least the specified limits:

<u>Coverages</u>	<u>Limits</u>
Workers’ Compensation	Statutory Limits
Employer’s Liability	\$1,000,000 per accident and employee
Commercial General Liability (Including contractual liability)	\$1,000,000 per occurrence
Product/Completed Ops	\$1,000,000 aggregate
Auto Liability	\$1,000,000 combined single limit

All policies (except Workers’ Compensation) shall name the College, the Board of Trustees of Kilgore College (“Board”) and their officers and employees as Additional Insureds. A Waiver of Subrogation in favor of the College and the Board and thirty (30) day notice of cancellation are required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to the College prior to commencement of any services under this Purchase Order.

8. **VENUE; CHOICE OF LAW:** Gregg County, Texas, shall be the proper place of venue for suit on or in respect to this Purchase Order. This Purchase Order and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

9. **ASSIGNMENT AND DELEGATION:** Vendor may not assign any of its rights or delegate any of its obligations under this Purchase Order without the College's prior written consent. Any assignment or delegation attempted by Vendor in violation of this clause shall be void and ineffective for all purposes.

10. **ENTIRE AGREEMENT; MODIFICATIONS:** This Purchase Order supersedes all prior agreements, written or oral, between Vendor and the College and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Purchase Order and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by the College and Vendor.

11. **LOSS OF FUNDING:** Performance by College under this Purchase Order may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then the College shall issue written notice to Vendor, and the College may terminate this Purchase Order without further duty or obligation hereunder. Vendor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the College.

12. **DISPUTE RESOLUTION:** College and Vendor shall attempt to resolve any claim for breach of contract made by Vendor in the ordinary course of business. The Purchasing Agent of the College shall examine Vendor's claim and any counterclaim and negotiate with the Vendor in an effort to resolve such claims. The parties hereto specifically agree that (1) neither the issuance of this Purchase Order by the College nor any other conduct, action or inaction of any representative of the College relating to this Purchase Order constitutes or is intended to constitute a waiver of the College's or the State's sovereign immunity to suit; and (2) College has not waived its right to seek redress in the courts.

13. **HIPAA Compliance.** Vendor agrees to keep private and to secure any information provided by the College that is considered either Individually Identifiable Health Information (“IIHI”) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (“HIPAA”), or Protected Health Information (“PHI”) as promulgated in 45 CFR Part 164 (“HIPAA Privacy

Regulations”) and 45 CFR Part 142 (“HIPAA Security Regulations”). Vendor agrees to only use and disclose PHI (i) received from the College, (ii) used, created, received, maintained or disclosed by the College, or (iii) otherwise associated with the College (collectively, “College PHI”) as required to perform the services outlined in this Purchase Order, which services may include the proper management and administration of this Purchase Order and data aggregation services for the health care operations of the College. Vendor will not use or further disclose the College PHI other than as permitted under this Purchase Order and Vendor will use appropriate safeguards to prevent the use or disclosure of the College PHI for any reason other than as provided by this Purchase Order. Vendor agrees to promptly notify the college of any use or disclosure of the College PHI not permitted under this Purchase Order. Vendor agrees to notify the College of its corrective actions to cure any breaches of this Section, HIPAA, or the HIPAA Privacy Regulations as soon as possible. Vendor understands that the College may terminate this Purchase Order immediately without liability to Vendor if Vendor’s actions are not successful in remedying the breach. College may also report the problem to the Secretary of Health and Human Services. Vendor shall require any of its agents or subVendors who receive the College PHI to be bound by the same restrictions and conditions set forth in this Purchase Order. Vendor agrees to comply with §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. Vendor agrees to make its internal practices, books, and records relating to the use and disclosure of the College PHI available to the Secretary of Health and Human Services or the College for purposes of determining the Vendor’s compliance with the HIPAA Privacy Regulations. After Vendor has completed working with or using the College PHI, Vendor agrees to return or destroy all College PHI, if feasible, and if not feasible, Vendor agrees to continue to protect the College PHI from wrongful uses and disclosures. If Vendor decides to destroy the College PHI under this Purchase Order, Vendor will maintain a record of the proper destruction of College PHI or provide the College with notice and certification of proper destruction of the College PHI.

14. INVOICING INSTRUCTIONS: Vendor will submit an invoice with each shipment of goods or within 10 days after the end of any month during which Vendor performs services. Vendor will submit invoice within 10 days after complete performance of all obligations under this Purchase Order. Each invoice will include the College’s purchase order number, the Procurement and Support Services Division of the Texas Comptroller’s Office order number (if applicable), a valid Texas Vendor Identification Number, and sufficient description of the goods and services to support payment. Invoices may be emailed to kcacctpay@kilgore.edu or mailed to Kilgore College, Accounts Payable, 1100 Broadway, Kilgore TX 75662. Direct invoicing questions to Accounts Payable at 903-983-8111, or by fax to 903-988-7443

15. CERTIFICATIONS OF NON-SEGRATED FACILITIES & EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE:

The acceptance of this document will signify his/her compliance with the provision of SECTION 202 of EXECUTIVE ORDER No. 11246 pertaining to Equal Employment Opportunities, effective September 24, 1965; and its amendment, EXECUTIVE ORDER No. 11375, effective October 13, 1967, insofar as Section 202 is affected by changing the word “creed” to “religion” and adding the word “sex”. The signing will also serve as written affirmation of the following CERTIFICATION OF NON-SEGRATED FACILITIES. By the acceptance of this order, the bidder, offerer, applicant or subVendor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she does not permit *his/her employees* to perform their services at any location under his/her control where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she will not permit his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant, or subVendor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, restrooms and washrooms, entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated

on the basis of race, color, religion, sex or national origin, because of habit, locale, custom or otherwise. He/She further agrees that he/she will retain such certifications in his files and that he/she will forward the following notice in such proposed subVendors (except where the proposed subVendors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBVENDORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provision of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001

16. AFFIRMATIVE ACTION COMPLIANCE:

In addition to the above certification, if this order exceeds \$50,000.00 the seller must have included as part of his bid a copy of his written Civil Rights “Affirmative Action Compliance Program”. If a bidder is not required to have such a written program he must have so stated on the bid form indicating the reason he is not required to have such a written program.

17. PAYMENT TERMS:

Net 30 Days from receipt of merchandise/services or invoice, whichever is later, in accordance with the Texas Prompt Payment Act.

18. CONFLICT:

The KC Purchase Order Terms and Conditions shall take precedence over any conflicting terms or provisions contained in any other documents resulting from this RFP, Proposal, and/or Invoice.

19. LIMITATIONS:

The Parties are aware that there are constitutional and statutory limitations on the authority of organization to enter into certain terms and conditions that may be a part of this Agreement, including those terms and conditions relating to liens on organization’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “**Limitations**”), and terms and conditions related to the Limitations will not be binding on organization except to the extent authorized by the Laws and Constitution of the State of Texas.

20. TERMS AND RENEWALS:

The first term of this Purchase Order will be effective September 1, 2023 through August 31, 2024 with three (3) one-year renewals with the same broker. The vendor shall acknowledge the commencement of contract and contract term dates in referenced Attributes. Renewals are dependent upon mutual agreement between the College and the Vendor. Renewals will require Board approval.

21. ADDITIONAL AGREEMENT:

Any additional agreement that the supplier wishes to have considered as part of the resulting contract shall be attached and submitted with the response to this solicitation. Any agreement that is submitted after the closing date of the solicitation shall not be considered. Agreements in direct conflict with the terms and conditions of this solicitation may result in rejection of your response to the solicitation.

23. FIRM PRICING:

Pricing shall remain consistent during the initial term of the contract. Percentage discounts shall remain consistent through the entire term of the contract.

24. PRICE REDUCTION:

If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the District shall receive such price reduction.

25. PRICE REDETERMINATION:

The College may consider a price redetermination at the anniversary date of the contract. All requests for price redetermination shall be in writing and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The bidder's past performance of honoring contracts at the offered price will be an important consideration in the evaluation of the best value offer. The proposal must be received 60 days prior to September 1 in order to receive Finance Committee and Board approval.

The College reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the College. All other terms and conditions remain the same for the duration of the contract.

26. TERMINATION:

The District at any time after issuance of this agreement, by written notice, has the absolute right to terminate this agreement for cause or convenience.

27. TERMINATION FOR CAUSE OR CONVENIENCE:

The District, at any time, by thirty (30) days written notice to the Vendor, has the absolute right to terminate this Contract/PO, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Vendor's refusal or failure to perform or complete its obligations under this Contract/PO within the time specified and to the District's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/PO. If the District terminates this Contract/PO for cause, the Vendor shall be liable for any damages suffered by the District. If the agreement is terminated for convenience, the Vendor has no further obligation under this Contract/PO. Upon receipt of a notice of termination, Vendor shall promptly cease all further work pursuant to the Contract/PO, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof. However, in no event shall the vendor be paid an amount, which exceeds the bid/offer price for the work performed. The vendor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

28. NOTICES:

Notwithstanding any other requirements for notices given by a party under this Purchase Order, if Vendor intends to deliver written notice to College pursuant to Section 2251.054, Texas Government Code, then Vendor shall send that notice to College as follows:

Kilgore College
Procurement Services
1100 Broadway
Kilgore, TX 75662
E-mail: bhansard@kilgore.edu

College shall have the right to change this contact information by written instructions to Vendor.

Kilgore College is a public junior college authorized under the laws of the State of Texas.

I have read the above Terms and Conditions and acknowledge receipt of such.

Signature: _____

Date: _____

APPENDIX TWO

COVERAGE SPECIFICATIONS

UNDERWRITING INFORMATION

Kilgore College is requesting proposals for the following coverage. The proposed policy term is from September 1, 2023 to August 31, 2023 on all policies:

Property

Building & Contents
Equipment Breakdown
Flood (Quote as option)
Earthquake (Quote as option)
Scheduled Property (Floaters) / Inland Marine
Vendors Equipment
Electronic Data Media/Equipment Protection
Business Interruption & Extra Expense

Liability

General Liability
Personal Injury Liability
Employee Benefits Liability
Educators Legal Liability
Law Enforcement Liability
Excess Liability
Medical Professional Liability
International Travel Liability

Automobile & Mobile Equipment Physical Damage

Automobile Liability
Garage Liability
Garagekeepers

Crime

Employee Dishonesty
Forgery or Alteration
Computer Fraud
Money & Securities

Underwriting Information

Named Insured

Kilgore College

General Underwriting Questions / Answers

Has the board implemented specific loss prevention policies?		Y		
Is there a swimming pool at any location? Yes, indoor pool no longer used. Will eventually be filled in.		Y		
- If yes, are diving boards accessible to the public?			N	
Do you operate a daycare center?			N	
- If yes, can the general public utilize the center?				
- Is the center operated by Entity employees?				
Does the applicant own or lease any watercraft?			N	
Does the applicant own or charter any aircraft?			N	
Does the applicant own or use drones?		Y		
If yes, describe use. For videos				
Does the applicant engage in any activities, other than school activities, including the loaning or leasing of property?		Y		
- If yes, please list and explain in detail. Some facilities are also leased to other businesses in the community. Events are hosted on the premises		Y		
- Are certificates of insurance required from lessee?		Y		
Does the applicant employ police or security guards in any capacity?		Y		
- If yes, are they certified by Texas Commission of Law Enforcement Officer Standards & Education (TCLEOSE)?		Y		
- If yes, how many?	5 Full Time			
Does the applicant have an on-site physician(s), medical/dental clinics or a pharmacy?		N		
If yes, is it operated by the Entity?			N	
If yes, are they employees of the Entity?			N	
Full Time Enrollment - 1,971				
Part Time Enrollment – 3,218				
Fall FTE –3,051				
Faculty: Full Time – 135; Part Time – 100; Adjunct – 78;				
Campus Housing: 4 buildings; 380-480 students; 15 employees				
Are smoke detectors located and active in all Campus Housing		Y		
Are fire drills conducted at least twice a year in campus housing?		Y		
Are smoke detectors / fire extinguishers checked monthly in campus housing		Y		

Are any housing facilities more than 6 stores in height? Stark Hall – 8 stories		Y		
Does the college own 15 passenger vans used to transport students?			N	
Is there an established safety committee with authority to enforce safety rules & regulations?		Y		
Is there a designated person responsible for safety management?		Y		
Is there any exposure to flammables, explosives, or chemicals?		Y		
If so, explain: Chemicals in classroom / labs; cleaning supplies, automotive dept.		Y		
Has entity's board taken any action regarding teachers or any employee carrying or keeping guns on campus? Policy is located on the website		Y		

Loss History for Past Five Years

A five-year loss history report for all lines of business requested in this RFP is attached. See **Appendix Three** attached.

Current Premiums by Line of Coverage

Property	\$ 479,702.00
Inland Marine	\$ 2,340.00
Oil Museum Inland Marine	\$ 798.00
Equipment Breakdown	\$ Included
Flood	\$ Included
Earthquake	\$ Included
General Liability	\$ 11,153.00
Employee Benefits Liability	\$
Automobile	\$ 22,885.00
Automobile Physical Damage	\$ 11,888.00
Crime	\$ 3,201.00
School Board Legal	\$ 25,839.00
Law Enforcement	\$ 6,156.00
Excess Liability	\$
Cyber	\$ currently separate policy
Medical Professional	\$ 10,421.00
International Liability	\$ currently no coverage

Coverage Specifications

Property and Contents

Blanket Building & Business Personal Property:

Total Limit of Insurance\$ 195,173,847

Coinsurance None

Margin Clause Not Applicable

Replacement Cost Yes

Business Income \$ 1,000,000

Flood & Earthquake Quote as an option

Ordinance or Law:

Loss to Undamaged Included

Demolition \$ 500,000

Increased Cost of Construction \$ 500,000

Personal Property In Transit \$ 100,000

Extra Expense \$ 500,000

Outdoor Fences Actual Loss Sustained

Outdoor Signs Actual Loss Sustained

Backup of Sewers and Drains Included

Foundations Included

Deductibles (other deductible options will be considered):

Windstorm \$ 75,000

Hail \$ 75,000

All Other Perils \$ 75,000

Business Income 72 Hours

Inland Marine

Vendors Equipment\$ 100,000

Leased or Rented Equipment \$ 50,000

Scheduled Property \$ 312,000

Fine Arts \$ 25,000

Musical Instruments \$ 450,000

Band Uniforms \$ Included

Sign Floater Actual Loss Sustained

Fences Actual Loss Sustained

Electronic Equipment \$ 500,000

Inland Marine – East Texas Oil Museum

Catastrophe limit \$30,000

Any one piece of Art \$30,000

Underwriting Information – Fire Protection

Are fire hydrants located on or across the street from each campus?		Y		
Are fire alarm systems located in all buildings?		Y		
Is the fire department paid or voluntary? Paid		Y		
Is the applicant located in a town of less than 15,000 population?		Y		
- If yes, is the applicant within 5 miles of a town with a population of more than 15,000?			N	
- If yes, will that city's fire department respond to a fire at all your locations?		Y		
Does the applicant have a hooded ventilating system in the kitchen?		Y		
Does the applicant have a contract for hood-cleaning services?		Y		
- If yes, how often does the Vendor clean the hood?	Monthly			

Underwriting Information – Building Maintenance / Occupancy

List any security measures such as burglar alarms, security lighting, etc.:	Security lighting, burglar alarms, 24/7 monitoring by Kilgore College Police Department			
Does the applicant have any buildings 30 years or older?		Y		
- If yes, has the wiring been updated to meet code specifications? Some premises.			N	
Are any owned or leased buildings being used for purposes other than their intended use?			N	
Are any owned or leased buildings controlled by the applicant currently vacant or unoccupied?			N	

Underwriting Information – General Property

Is there any 100 year flood plain exposure within the boundaries of the entity?			N	
Are any properties / buildings prone to flooding?			N	
Has the school ever been cited for violation of building codes?			N	
Are any school buildings now or scheduled to be vacant?			N	
Is there any woodworking or spray painting done on premises?		Y		
Do any of the buildings have fire sprinklers? If yes, list below. Dodson Auditorium- Yes Parks Fitness Center – fitness center only, not gyms or corridors- Yes Deval Student Center- Yes East Texas Oil Museum- Yes Library- Yes Canterbury E & S. Building- Yes		Y		
Are there any uncorrected fire code violations?			N	

Equipment Breakdown Coverage

Policy Limit	\$	100,000,000
Property Damage		Included
Business Income		Included
Extra Expense		Included
Utility Interruption (BI / EE)	\$	1,000,000
Ordinance or Law	\$	2,500,000
Hazardous Substances	\$	1,000,000
Expediting Expenses	\$	1,000,000
Ammonia Contamination	\$	1,000,000
Water Damage	\$	1,000,000
Spoilage	\$	1,000,000
Deductible	\$	10,000

Blanket Crime Coverage (Public Employee Blanket Bond)

Limits of Insurance:	Employee Dishonesty	\$	500,000
	Forgery or Alteration	\$	100,000
	Money & Securities – On Premises	\$	100,000
	Money & Securities – In Transit	\$	100,000
	Computer Fraud	\$	100,000
Deductible:	\$1,000 Single Loss Retention		

Underwriting Information – Blanket Crime Coverage (Public Employee Blanket Bond)

Total number of locations occupied by the Entity:	42			
Total number of locations at which money or securities are handled:	2			
How frequently are audits made?	Annually			
Are they made by an independent auditor or CPA?		Y		
Are countersignatures required?		Y		
Is there a separate of duties between persons authorized to deposit and withdraw?		Y		
Do you reconcile bank accounts?		Y		
Number of employees and board members who handle money or securities, sign checks, authorize drafts, or audit accounts on a regular basis:	14			

General Liability, Personal Injury Liability and Employee Benefits Liability Coverage

Limits of Liability: \$ 1,000,000 Each Occurrence

Bodily Injury \$ 250,000 per person, \$500,000 per occurrence;

 \$ 3,000,000 Aggregate (also quote with \$1,000,000 option)

 \$ 1,000,000 Personal & Advertising Injury Limit

 \$ 100,000 Damages to premises rented limit – any one claim

 \$ 5,000 Medical Expense

 \$ 1,000,000 Employee Benefits Liability

 \$ 1,000,000 Employee Benefits Liability Aggregate

Deductible: \$ 0 Commercial General Liability

 \$ 1,000 Employee Benefits Liability

Type of Form: Occurrence

 Claims-Made for Employee Benefits Liability

Retroactive Date: Employee Benefits Liability – 1/1/2006

Coverage Includes: Corporal Punishment

 Sexual Abuse / Sexual Molestation

 Abuse

 Blanket Additional Insured

 Traumatic event - \$50,000/\$250,000

Underwriting Information – General Liability, Personal Injury, Employee Benefits

Total number of Employees?	604			
Average Daily Attendance	N/A			
Number of Teachers	213(Including Adjunct)			
Number of School Nurses	1			
Number of Grandstands	1			
Any grandstand with capacity over 5,000?	<input type="checkbox"/>	<input type="checkbox"/>	N	<input type="checkbox"/>
Do you use, have, or provide lessons for aircraft or watercraft?	<input type="checkbox"/>	<input type="checkbox"/>	N	<input type="checkbox"/>
Do you have a swimming pool on premises? We have one but it is not open and used for swimming.	<input type="checkbox"/>	Y	<input type="checkbox"/>	<input type="checkbox"/>
If applicable, does the swimming pool have a diving board?	<input type="checkbox"/>	<input type="checkbox"/>	N	<input type="checkbox"/>
Are drones used on campus?	<input type="checkbox"/>	Y	<input type="checkbox"/>	<input type="checkbox"/>
If “yes” to the above, please describe use. For videos				

Excess Liability

Limits of Liability: \$1,000,000 Each Occurrence
 \$1,000,000 Annual Aggregate
 \$1,000,000 Sexual Abuse and Molestation Aggregate

Type of Form: Occurrence Form

Extends Over: Commercial General Liability
 Business Automobile Liability
 Sexual Molestation

Educators Legal Liability

Limits of Liability: \$1,000,000 Each Claim
 \$3,000,000 Annual Aggregate

Type of Form: Occurrence Form

Retention: \$ 25,000

Retro Active Date: Full Prior Acts Coverage

Underwriting Information – Educators Legal Liability

If a college, provide the FULL-TIME enrollment.	1,971		
If a college, provide the PART-TIME enrollment.	3,218		
What % of enrollment are Special Education?	0% we do not collect this		
What % of enrollment are Disabled Students?	3.2%		
How many Board members are to be elected to office this year?	Elected by District - 0 (3 every 2 years)		
Do you have your own Law Enforcement or Security Department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If not, who provides these services?			
Are bus drivers employees? Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you opening any new schools or campuses in the next 24 months?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the District been criticized by the State Board of Education?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do you expect any school closings in the next 12 months?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do you anticipate any staff reductions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has your Educators Legal Liability coverage ever been denied, cancelled, or nonrenewed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have you had an on-site monitoring visit by State or Federal Regulatory Agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If “yes” to the above, please provide agency and purpose of visit.			
Has any employee been suspended, dismissed, demoted, transferred?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has any person alleged sexual molestation/abuse against any:			
Student?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Employee?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Other?	<input type="checkbox"/>	<input type="checkbox"/>	N	<input type="checkbox"/>
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How many EEOC or similar state hearings in the last 12 months?	0			
How many Special Education hearings have taken place in the last 12 months?	0			
What is the average class size?	25			
How many Board members are to be elected to office this year?	FY23 = 3 FY24 = 0			
Are they elected by District or At Large?	Districts			
Provide the retroactive date (if applicable)	Full Prior Acts			
Do you contract with independent Vendors for any of the following				
Food?	<input type="checkbox"/>	Y	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	Y	<input type="checkbox"/>	<input type="checkbox"/>
Custodial / Janitorial/Maintenance/Grounds	<input type="checkbox"/>	Y	<input type="checkbox"/>	<input type="checkbox"/>
Medical / Health Care	<input type="checkbox"/>	Y	<input type="checkbox"/>	<input type="checkbox"/>
Accounting / Financial	<input type="checkbox"/>	<input type="checkbox"/>	N	<input type="checkbox"/>
Specialized Education (Not Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clerical / Administrative	<input type="checkbox"/>	<input type="checkbox"/>	N	<input type="checkbox"/>
Extracurricular Activities (Not Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does any board member, employee, or volunteer have any knowledge of any negligent act, error, omissions, or breach of duty which may reasonably be expected to give rise to a claim?	<input type="checkbox"/>	<input type="checkbox"/>	N	<input type="checkbox"/>
Has any person, former employee, or job applicant made a threat of claim alleging unfair or improper treatment regarding hiring, salary, advancement, demotion, suspensions, or termination?	<input type="checkbox"/>	Y	<input type="checkbox"/>	<input type="checkbox"/>
Have you received any employment-related inquiry, complaint, or charge from any municipal state or federal authority or governmental entity?	<input type="checkbox"/>	<input type="checkbox"/>	N	<input type="checkbox"/>
Provide the following regarding the current budget:				
Revenue	\$44,058,474			
Expenditures	\$43,858,474			
Total Accumulated surplus/deficit	\$200,000			
If entity has a bond rating, please provide. (Final payment on bond 2/18)	<input type="checkbox"/>	N	<input type="checkbox"/>	<input type="checkbox"/>
Do you expect a budget reduction?	No			
How many involuntary terminations or contract non-renewals have occurred in the past year?	2			
Has any employee been suspended, dismissed, demoted, transferred or tenure contract non-renewed?	N			
How may EEOC hearings have taken place in the last 12 months?	0			

Medical Professional Liability

Limits of Liability: \$1,000,000 Each Incident
\$5,000,000 Aggregate

Type of Form: Occurrence

Deductible: None

Who Is Insured: Students of Kilgore College
Faculty Members of Kilgore College
Kilgore College

Coverage Extensions:
Grievance Proceedings
Defendant Expense Benefit
Deposition Representation - \$1,000 per deposition
Medical Payments - \$2,000 per person
First Aid - \$500 per incident
Damage to Property of Others - \$250 per incident

Estimated # of Students by Category:

Child Development & Family Services	N/A
Registered Nurse	105
LVN	60
Nurse's Aide / Assistant	100
Paramedic	15
EMT	40
Phlebotomist	28
Physical Therapist Assistant	16
Radiologic Technologist	46
Substance Abuse	8
Surgical Tech	25
Sterile Processing	12

Police Professional Liability

Limits of Liability: \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate

Type of Form: Occurrence

Deductible: \$5,000

Who Is Insured: Kilgore College
 Kilgore College Police Department

Underwriting Information – Police Professional Liability

When was your law enforcement agency established?	1993		
When was your Policies & Procedures Manual last updated?	02/01/2023		
What is the Minimum Education Required for an officer?	High school or GED + Police License		
What training hours are required to qualify as an armed officer?	775-hour basic academy + successful passing of TCOLE exam		
Are officers allowed to Moonlight?	No		
Is there a lockdown facility or jail?	No		
Provide the total # of employees by position below:			
Chief (Department Head)	1		
Other ranking officers (Captains, Lieutenants)	1		
Full-time armed officers with arrest authority (non-ranking)	3		
Armed Part-time, auxiliary, or reserve officers	2		
Unarmed part-time, auxiliary or reserve officers	2 full time 4 part time (nonsworn)		
School Crossing Guards	0		
Canines	0		
Do you have your own Law Enforcement or Security Department?	<input type="checkbox"/>	<input checked="" type="checkbox"/> Y	<input type="checkbox"/>
If not, who provides these services?			
Has any claim been made against the entity, or any person in their capacity as an official or employee of the entity, in the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> N
Does any official or employee have any knowledge of any fact, or circumstance or situation which might reasonably be expected to give rise to a claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> N

Automobile Liability and Physical Damage Coverage

Liability	\$ 1,000,000	Combined Single Limit
Medical Payments	\$ 5,000	
Uninsured/Underinsured Motorists	\$ 1,000,000	
Comprehensive Deductible	\$ 1,000	
Collision Deductible	\$ 1,000	
Hired Car Physical Damage	\$ 50,000	Comprehensive Deductible - \$1,000 Collision Deductible - \$1,000

Garagekeepers: Limit of Insurance - \$225,000
 Maximum # of Vehicles/Trailers – 80
 Primary Coverage
 Comprehensive Deductible - \$1,000
 Collision Deductible - \$1,000

Include the following: Blanket Additional Insured
 Loss Payee – Twin State Trucks, Inc.
 Hired & Nonowned Liability
 Loan / Lease Gap Coverage
 Employee Hired Auto
 Out of State Coverage Extension
 Hired Auto Physical Damage–Loss of Use
 \$500 Maximum

Schedule of Vehicles: See Exhibit III

Underwriting Information – Automobile Liability & Physical Damage

Are any transportation operations contracted to another? If yes, include name of Vendor: Tri-City Charters If yes, what are the limits of liability required? \$2,000,000 If yes, does the college require certificates of insurance from the Vendor? Yes If yes, does the college require to be an additional insured on the Vendor’s policy? Yes				
Is there a driver education course offered? Truck driving school, KCPA has a driving track		Y		
Are owned vehicles used by security personnel?		Y		
Does the school employ drivers under the age of 25?		Y		
How often do you run Motor Vehicle Reports on Entity drivers? KCPD Only when in an accident. HR for staff who drive on behalf of college				
Where are the vehicles housed?				
Housed at the Physical Plant, KCPD, KC CDL, KCEPT, KCFA, ETPA, RECEIVING				
Are buses used for non-student or livery activities?			N	

International Liability

Limits of Liability:

Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations Aggregate \$1,000,000 Personal Injury & Advertising \$1,000,000 Damage to Premises Rented \$ 25,000 Medical Expense (per Person)
Employee Benefits Liability	\$1,000,000 Each Claim \$1,000,000 Annual Aggregate Limit
Contingent Auto Liability	\$1,000,000 Each Accident
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000
Executive Assistance	\$1,000,000 for Medical Assistance Services
Accidental Death & Dismemberment	\$ 50,000
Medical Expense	\$ 25,000
Corporate Kidnap & Extortion	\$ 250,000

Fine Arts Policy

Limits of Insurance:	Blanket Form		
	Various locations on campus	\$	30,000
	Transit Coverage	\$	30,000
	Property Used to Display Art	\$	10,000

Deductible: \$1,000

**APPENDIX THREE
(Attachment)**

LOSS RUNS

**APPENDIX FOUR
(Attachment)**

PRICING WORKSHEETS

**APPENDIX FIVE
(Attachment)**

PROPERTY SCHEDULE

**APPENDIX SIX
(Attachment)**

VEHICLE SCHEDULE