

WESLACO INDEPENDENT SCHOOL DISTRICT
Specific and Aggregate Stop Loss Insurance for
Self-Funded Medical/Rx Employee Benefit Plan (Proposal # 17-08-67)

For purposes of complying with the Texas Public Information Act (the “Act”), we are asking that VENDORS interested in submitting a response to a district’s request for bids, proposals or qualifications statements INCLUDE A STATEMENT (THIS FORM) STATING WHETHER NONE, ALL, OR SOME OF THE INFORMATION SUBMITTED WITH THEIR RESPONSES IS CONSIDERED BY THE COMPANY AS CONFIDENTIAL BECAUSE IT MEETS ONE OR MORE OF THE EXCEPTIONS LISTED IN THE ACT.

Failure by the company(s) to fill out and sign this form, will release Weslaco ISD of any liabilities in the event Weslaco ISD releases information included in their bids, proposals or qualifications statements responses as a result of complying with a request for public records under the Act.

If the Confidential Disclosure Statement is properly filed, and Weslaco ISD receives a request for public records under the Act related to such vendor’s response, Weslaco ISD will seek an opinion from the Texas Attorney General’s Office as required.

CONFIDENTIAL DISCLOSURE STATEMENT

This Confidential Disclosure Statement is being made by:

_____ to Weslaco ISD for the
(Vendor Name)

purpose of non-disclosure of various materials included in this package.

The rights and obligations of the parties with respect to such information are as follows:

1. “Disclosing Party” means a party that discloses Confidential Information under this Request. “Receiving Party” means a party that receives Confidential Information under this Request.
2. “Confidential Information” means information of any kind which is obtained by Receiving Party from Disclosing Party relating to this *Request and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.*
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:
 - a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
 - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;

- c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; **or**
 - d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.
4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information, and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.
 5. **As stated above, in the event Weslaco ISD receives a request for public records under the Act related to the vendor's response, Weslaco ISD will seek an opinion from the Texas Attorney General's Office as required.**
 6. This Agreement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

This Statement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

_____ (vendor) wishes to have the following pages protected under this agreement and not be released to a third party. The following pages are not to be disclosed unless Weslaco ISD receives authorization via an opinion from the Texas Attorney General's Office:

- NONE of the Pages in this Request for Proposal is Confidential
- ALL Pages in this Request for Proposal are Confidential
- ONLY Pages _____ are labeled as Confidential

Name of Company or Firm: _____

By: _____ Title: _____

Signature: _____ Date: _____