



May 11, 2009

Gentlemen:

The **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** is accepting "REQUEST FOR PROPOSALS" for Student and Athletic Insurance from "A" rated insurance companies. A copy of specifications is attached.

Proposals (**1 Original and 1 Copy**) should be submitted to:

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
Attn: Dave Crittenden
2602 Beltline Road
Grand Prairie, Texas 75053

Please mark the envelope:

RFP- STUDENT AND ATHLETIC INSURANCE PROPOSAL
RFP Opening: Tuesday, May 26, 2009 at 2:00PM CST

The RFP opening is scheduled for **Tuesday, May 26, 2009 at 2:00PM CST**, at which time the proposals will be publicly opened. However, proposals will not be publicly exposed. Any proposal received thereafter will not be considered and will be returned to the proposer unopened. Any changes or request for changes in the specifications will not be recognized after the sealed proposals are submitted. **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** reserves the right to postpone, to accept or to reject any or all proposals as it deems to be in its best interest and to waive formalities and reasonable irregularities in proposing.

Each proposer shall furnish the information required on the attached RFP forms. Facsimiles or electronically submitted proposals will not be accepted.

Information on current premiums claims history and the current schedule of benefits are contained in this RFP. The District believes this information to be accurate, but assumes no liability for its accuracy or correctness. **If additional information is requested, please submit your request in writing via e-mail to Dave Crittenden at dave.crittenden@gpisd.org no later than May 18, 2009 at 4:00 P.M.** Thereafter additional information will not be provided. Phone requests for information will not be acknowledged.

•

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSAL

GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL FOR CONTRACTED SERVICES

1. **PREPARATION OF PROPOSALS**

- a. Proposers are expected to examine the specifications and all instructions. Failure to do so will be at the proposer's risk.
- b. Each proposer shall furnish the information required on the attached RFP forms. These conditions are applicable and form a part of the contract documents in each and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and RFP forms issued herewith.
- c. Erasures or other changes must be initialed by the person signing the proposal.
- d. Any changes or request for changes in the specifications will not be recognized after the sealed proposals are submitted.
- e. Proposals should not include state tax; **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** is tax exempt.
- f. **All proposals are to be submitted NET OF ANY BROKER COMMISSIONS.**

2. **SPECIFICATIONS**

Proposals are to be submitted in accordance with the specifications noted herein. Any restrictions, deviations or other modifications which would restrict or broaden coverage must be clearly noted in the proposals.

The District desires participation in a PPO network. Please include in your submission a provider directory for the GRAND PRAIRIE, DALLAS COUNTY area or website address for provider directory access.

SUBMISSION OF PROPOSALS

- a. Proposals (**1 Original and 1 Copy**) should be mailed or delivered to the address below:

**GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
Attn: Dave Crittenden
2602 Beltline Road
Grand Prairie, Texas 75053**

- b. Proposals shall be enclosed in sealed envelopes addressed with the name and address of the proposer on the face of the sealed envelope.
- c. Proposals shall have the following information on the face of the sealed envelope:

**SEALED RFP - STUDENT AND ATHLETIC INSURANCE PROPOSAL
RFP Opening: Tuesday, May 26, 2009 at 2:00PM CST**

- d. Facsimiles or electronically submitted proposals will not be accepted.

4. **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn prior to the time due by written notice only.

5. **LATE PROPOSALS**

Proposals and modifications or withdrawals thereof received after the time set for opening will not be opened or considered.

6. **DISCLOSURES**

- a. By signing this proposal, a proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a District employee or Board member in connection with the proposal submitted.
- b. Proposer shall note any and all relationships that might be a conflict of interest and include such information with the proposal.

7. **RESERVATION OF RIGHTS**

- a. **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** reserves the right to reject any or all proposals and to waive formalities and minor irregularities in proposals.
- b. **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** reserves the right to accept other than the lowest priced proposal.
- c. **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** reserves the right to negotiate with all proposers considered to be within the competitive range.
- d. Both parties agree that venue for any litigation arising from this contract shall lie in Dallas County, Texas. This contract shall be governed by the Laws of the State of Texas and the Uniform Commercial Code.
- e. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark or application, the seller shall indemnify and hold harmless the District from any and all loss, cost expense and legal fees on account of any manufacture, sale or judgments on account of manufacture, sale or use of such article in violation infringement or the lack of rights under such patent, copyright, trademark or application.

8. **ACCEPTANCE OF PROPOSAL**

- a. It is NOT the policy of **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** to purchase on the basis of low proposals alone.
- b. In evaluating qualified proposals, **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** will consider coverage afforded (overall quality and value to the District, suitability for the intended use, etc.), cost, probability of continuous availability, and the financial condition and reputation of the carrier(s).
- c. Preference will be given to the Carrier who can provide all lines of coverage in a package format. Preference shall be given to proposers willing and able to provide all coverage being bid.
- d. Prompt-payment discounts will be included in the evaluation of proposals, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.
- e. The Board of Trustees of **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** reserves the right to reject any and/or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District.

9. **CANCELLATION**

- a. Cancellation by either the proposing organization or the **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** shall be with sixty (60) days written notice or fifteen (15) days in the case of nonpayment.
- b. Board of Trustees approval and acceptance of a quoted price results in a binding contract. Any failure to provide the goods and services at the price quoted to and accepted by the Board of Trustees may result in legal action taken against the successful proposer for breach of contract, deceptive trade practices and other remedies, legal or otherwise, available to the School District.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSAL

SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL FOR CONTRACTED SERVICES

1. **PROPOSED EFFECTIVE DATE**

- a. The contract shall be for a period of one year, beginning **August 1, 2009** through **July 31, 2010**.
- b. There will be an option to renew annually for an additional three years if the renewal is agreed to in writing by both parties. In no instance shall this extension be considered automatic.

2. **COMPANY ELIGIBILITY**

- a. All proposals must include the name of the insurance company, which must have a general policyholder's rating of A- or better as published by A.M. Best's Key Rating Guide, latest edition.
- b. The insurance company must be authorized to do business in the State of Texas.
- c. The successful proposer must be in the position to supply audited financial statements on an annual basis, prepared by a national auditing firm.

3. **OTHER INFORMATION**

- a. Coverage shall be for one year beginning at 12:01 A.M., **August 1, 2009** and shall extend until 12:00 midnight, **July 31, 2010**. Premium rates shall be guaranteed for this initial one year period.
- b. Any plan of insurance, additional information, different methods of handling coverage, increased protections, etc., not in the specifications, will be welcomed, but must be submitted separately as an alternate proposal. Consideration will require supporting information and reasoning for better or more reasonable coverage for the District.
- c. Copies of all policy forms and endorsements must be furnished along with your proposal.
- d. Basis of premium payment should be outlined.
- e. It is the intent of **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** to award the proposal to one carrier who can provide all lines of coverage in a package format. Preference will be given to proposers willing and able to place the entire package with one company. Each proposal should include the three benefits listed below:
- f. Student accident insurance provides:
 - (1) Student (Voluntary Accident) coverage for grades Pre-kindergarten through 12 with a quote for 24 hour coverage and school-time only coverage.
 - (2) Student Athletic/UII coverage for students in grades 7 through 12 including athletic activities "Athletic" physical education classes and ROTC as long as it is a supervised, sponsored sport, game or activity.
 - (3) Catastrophic Insurance Coverage and Additional Death and Disability Benefits for interscholastic sports, including: football, band, cheerleaders, majorettes and drill (dance) teams and to include intramural sports, gym classes, and non-sport extracurricular activities. Preference will be given to any carrier that can offer a **\$5,000,000** Catastrophic Maximum Benefit.

4. **UNDERWRITING INFORMATION**

a. Total number of students 25,500 (approximate 2007-08 enrollment)

Middle School (grades 7-8) and High School (grades 9-12)

Athletic Enrollment

Sport	High School		Middle School	
	Male	Female	Male	Female
Baseball	120			
Basketball	100	70	300	120
Tennis	43	20		
Football 6-8			600	
Football 9	175			
Football 10-12	315			
Golf	20			
Gymnastics				
Power Lifting	60			
Soccer	160	140		
Softball		90		
Swimming	30	Combined with males		
Cross Country	50			
Track	50	70	400	250
Volleyball		80		200
Cheerleading		100		100
Wrestling	45			
TOTAL ATHLETES	1400 aprox		1900 aprox	
FFA				
ROTC	80	10		
Vocational Ed.	1400			
Band	350			
Dance/Flag		150		
# of Schools in District	2 High Schools		7 Middle Schools	

b. UIL Classification: 5A

c. Premiums and Claim Loss Data History

<u>Year</u>	<u>Company</u>	<u>Base Plan Premium</u>	<u>Losses</u>	<u>Paid Thru Date</u>
08-09	Monarch	\$46,715.40	\$22,302.00 proj.	4/1/09
Current 2008-09 losses paid are: \$ 12,943.00, through 4/1/09				
07-08	Monarch	\$46,715.40	\$17,895.00	4/1/09

06-07 Monarch

\$45,576.00

\$21,361.00

4/1/09

Catastrophic Policy Premium 2008-09 \$5726.76 (Catastrophic Medical only)

5. **SPECIFICATIONS**

The District desires plan benefits that meet or exceed current plan benefits (see attached).

Favorable consideration will be given to those proposals which are close to or meet the following benefit levels:

- Heat Exhaustion/Heat Stroke - treated as covered accident.
- Dental coverage included in plan
- Accidental death and dismemberment coverage included in plan
- The District favors participation in a PPO network. Please include a copy of the Provider directory with your proposal or their website address
- The District **REQUIRES** a detailed (monthly, preferred) loss run for all claim forms submitted (please submit a sample copy of detailed loss run)

REQUIRED PROPOSAL FORM

	OPTION I	OPTION II
POLICY MAXIMUM/DEDUCTIBLE		
<u>HOSPITAL SERVICES:</u>		
Daily R&B		
Intensive Care R&B		
Emergency Room		
Misc. Services		
Surgery		
Physician Visits		
Anesthesiologist		
Assistant Surgeon		
Inpatient Hospital Care and Service		
Radiology		
Diagnostic Imaging		
Nurse Service		
Dental Treatment		
Professional Ambulance Service		
Physiotherapy		
Orthopedic Appliances		
Eyeglasses		
Heat Exhaustion/Heat Stoke		

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

For loss of:

Life	\$	\$
Both hands or both feet or both eyes	\$	\$
One hand and one foot, one hand and one eye, or one foot and one eye	\$	\$
One hand or one foot	\$	\$
One eye	\$	\$

If within 100 days from the date of the accident, injuries cause dismemberment or death, the largest applicable indemnity will be paid, IN ADDITION to benefits for medical expense.

**PROPOSAL FORM
(PREMIUM RATES)**

Individual Voluntary Student Plans

Premium Rates per Student

	Option I	Option II
School time Plan	\$ _____	\$ _____
Around-the-Clock Plan	\$ _____	\$ _____
Optional Extended Dental	\$ _____	\$ _____

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

(Catastrophic Coverage)

Schedule of Benefits

The benefits provided under this policy are indicated below:

CATASTROPHIC CASH & ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

CATASTROPHIC CASH MAXIMUM AMOUNT PER ACCIDENT \$ _____

Maximum Benefit Period _____

Accidental Death Benefit Amount \$ _____

Accidental Death & Dismemberment Maximum Amount per Accident _____

Principal Sum \$ _____

CATASTROPHIC DISABILITY BENEFIT

CATASTROPHIC DISABILITY BENEFIT OFFERED \$ _____

WAITING PERIOD BEFORE PAYOUT _____

PAYOUT STRUCTURE INITIAL \$ _____

MONTHLY OR YEARLY \$ _____

BENEFIT PERIOD (YEARS) _____

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
Attn: Dave Crittenden
2602 Beltline Road
Grand Prairie, Texas 75053

ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offerer, and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor

Address

Phone Number

Fax Number

Bidder (Print Name of Company official authorizing this proposal)

Signature of Company official authorizing this proposal

Position with Company

Federal Identification Number

Date

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education §44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

Texas Education Code § 44.034 (a) provides that any person or business entity, other than a publicly held corporation, that enters into a contract with a school district must give advance notice to the school 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.

TEXAS EDUCATION Code § 44.034 (b) provides that if the school district determines that the person or business entity failed to give notice as required by Texas Education Code § 44.034 (a) or misrepresented the conduct resulting in the conviction, the school district may terminate the contract after compensating the person or business entity for services performed before the termination of the contract.

I, _____ the undersigned owner of the business entity named herein, certify that the information I have provided herein is true and correct and within my personal knowledge.

Vendor's Name: _____

AUTHORIZED COMPANY OFFICIAL'S NAME:

A. My firm is a publicly-held corporation; therefore, this reporting is not applicable.

Signature of Company Official: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony: Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

Date: _____

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

RESIDENCE CERTIFICATION

In accordance with Article 601g. as adopted by the 1985 Texas Legislature, the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Article 601g. State of Political Contracts for Construction, Supplies, Services, Bids by Non resident, Section (a) in this Act:

(1) "Government agency of the state" means:

an incorporated city or town, a county, a public school district, a special-purpose district or authority, or a district, county, or justice of the peace court;

(2) "Non-resident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas residential bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(B) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, material, or equipment to a non-resident bidder unless the non-residents bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which the non resident's principal place of business is located.

I certify that as defined in Article 601g. that:

COMPANY NAME:

Yes, I am a Texas Resident Bidder.

No, I am a _____ Residence Bidder.

SIGNATURE _____

PRINTED NAME _____

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local government entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity.

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

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

OFFICE USE ONLY**Date Received:**

1. Name of person doing business with local government entity.

2.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which the activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local government entity with respect to expenditure of money.**

4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local government entity that is subject of this questionnaire.**

Amended 01/13/06

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

**5. Name of the local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C, is YES)**

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

YES

NO

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

YES

NO

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

YES

NO

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date