

PUBLISH 21 and 24 NOVEMBER 2008

**NOTICE TO BIDDERS**

The Grand Prairie Independent School District will receive sealed documents for qualifications until:

11:00 AM – DECEMBER 08, 2008

at which time all responses will be publicly opened

FOR:

INSURANCE AGENCY SERVICE

The school district reserves the right to reject any and/or all bids and to waive all formalities and irregularities in bidding.

**BID ENVELOPE MUST BE ADDRESSED TO:**

Grand Prairie ISD  
Purchasing Department  
2602 South Belt Line Road  
Grand Prairie, TX 75052

and

**PLAINLY MARKED:**

RFO: 09-13

Bids may be submitted on any/or all items, unless stated otherwise.

Any bid received later than the specified time, whether delivered in person or mailed, shall be disqualified and will remain unopened. Failure to respond to this invitation will remove your name from the bid list. If you cannot bid at this time and desire to remain on the bid list, please submit a **NO BID** on the bid form and return.

# GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

## PROCEDURES FOR SEALED BID OR PROPOSALS

### 1.0.0 GENERAL CONDITIONS

1.1.0 APPLICABILITY - These conditions are applicable and form a part of the contract documents in each equipment 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 bid forms issued herewith.

1.2.0 WITHDRAWAL OF BIDS - Any bid or proposal may be withdrawn by the contractor prior to the scheduled time for opening. Any request by a bidder to withdraw a bid must be in person or in writing and submitted to the Director of Purchasing prior to the scheduled time for opening bids. Any bid that is received after the time specified shall not be considered and may be returned unopened to the bidder.

1.3.0 BIDS SHALL BE SUBMITTED ON THESE FORMS - Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included in the bid.

1.4.0 CONTRACTORS WHO DO NOT BID are requested to notify the Grand Prairie Independent School District (GPISD) Purchasing Department in writing if they wish to receive future bids. Failure to do so will result in their being deleted from our contractor list.

1.5.0 GPISD reserves the right to waive any or all bid irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of GPISD as it perceived those interests to be in its sole discretion.

1.6.0 GPISD will enter into contractual relationships only with those contractors who have, through word and action, affirmed that they comply with all applicable existing laws or executive orders to insure equal employment opportunities, without regard to race, creed, color, sex, or national origin. Minority contractors are encouraged to compete in providing goods and services to the District. GPISD does not operate under a set-aside program.

2.0.0 SPECIFICATIONS may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured equipment.

2.1.0 DISTRICT SPECIFICATIONS have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.

- 3.0.0 EVALUATION OF BIDS/PROPOSALS, in accordance with Article 2368a.3, Section 5, Reviews of bids/proposals are subject to the evaluation of the user department and subsequent recommendation.
- 3.1.0 PREFERENTIAL REQUIREMENT - GPISD, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects a nonresident bidder unless the nonresident's 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 a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.).
- 3.2.0 IDENTICAL BIDS - In cases where bidding is required for proposed contracts, and more than one bidder submitted the lowest and best bids (identical bids), the bidder who is a resident of the District shall be selected by the governing body. If two or more bidders submitting the lowest and best bids are residents of the District, one of the resident bidders shall be selected by the casting of lots.
- 3.3.0 AWARD of BID; BID SUMMARY: The GPISD reserves the right to award a separate contract to more than one contractor for each item/group/service or to award on contract for the entire bid. All contractors will receive a statement of bid award. Contractors desiring a copy of the bid summary may request such by enclosing a self-addressed stamped envelope to the Purchasing Office.
- 4.0.0 CONTRACTS
- 4.1.0 CONTRACTS FOR PURCHASE will be put into effect by means of a purchase order(s) executed by the Purchasing Department or the User Department after awards have been made.
- 4.2.0 ALL CONTRACTS AND AGREEMENTS between bidders and the GPISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on uniform state laws.
- 4.3.0 The District's obligation is payable only and solely from the funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for the Buyer will return goods to the Seller. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate.
- 5.0.0 DISCLOSURES – Identified in specifications below.

6.0.0 CONDUCT WHILE ON DISTRICT PREMISES - All personnel that conduct work of any nature on District premises, including but not limited to successful contractor(s), sub-contractors, service technicians, etc. will be required to comply with the same standards applicable to the employees of the GPISD as referenced in the Auxiliary Services Handbook.

<http://www.gpisd.org/departments/business/maintenance/documents/08-09AuxEmployeesHandbook.pdf>

7.0.0 STATEMENT OF QUALIFICATIONS, shown in specifications below.

8.0.0 SECURITY – Not Required with this request

9.0.0 INSURANCE shall be provided by the successful offerer, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Contractor and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Contractor shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The contractor shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection.

9.1.0 Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Contractor shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

9.2.0 Self-Insurance: A contractor who self-insures for workers compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers Compensation Commission as a subscriber to the Workers' Compensation Act. By signing below, the bidder/prospective Contractor certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Bid Invitation.

9.3.0 The Certificate of Insurance must be presented prior to start of service. The policy must reflect Grand Prairie I.S.D. as "additional insured" or "co-insured". The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance. The District requires ten (10) days WRITTEN NOTICE prior to cancellation of ANY INSURANCE.

**Communications:** All questions received and the corresponding answers will be distributed to all interested parties. **No verbal responses will be provided.** Although every effort has been made to provide accurate and up-to-date information, companies responding to the RFQ should email all questions. Additional information shown below. Response to questions will be posted in the form of an addendum at <http://www.GPISD.net/purchasing/bidspecs.htm> by 4:00 PM Thursday, 04 December 2008. **The vendors will be responsible for checking the website for any posted addenda.**



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR QUALIFICATIONS (RFQ) 09-13  
Insurance Agency Services

The Grand Prairie Independent School District (the District) is accepting proposals to select an Insurance Agency Services with “value added” services to assist GPISD in the specifications, plan design, evaluation and implementation of all lines of insurance.

Each Offerer is expected to examine this RFQ in its entirety. Each Offerer shall furnish the information required by the RFQ in the same format as requested. Failure to respond to any portion of this RFQ may result in a disqualification of your offer. The selected Agency Services shall be compensated on a policy commission basis and shall not receive any other remuneration from any other source in the performance of services under this contract.

Questions regarding this RFQ shall be directed to Dave Crittenden [dave.Crittenden@gpisd.org](mailto:dave.Crittenden@gpisd.org) and must be submitted in writing by 12:00 PM (noon) CST, Tuesday 02 December 2008. An addendum, if necessary, will be issued by 4:00 PM CST, Thursday 04 December 2008 at the website [http://www.gpisd.org/departments/business/purchasing/current\\_bids.html](http://www.gpisd.org/departments/business/purchasing/current_bids.html)

**GENERAL INFORMATION:**

The successful Insurance Agency Services will assist the District in the review of the District’s risk portfolio, necessary specifications and plan design for the following insurance policies and any other coverage the District deems appropriate:

<b>Commercial Property</b>	<b>Commercial General Liability</b>
<b>Fleet Liability</b>	<b>Auto Physical Damage</b>
<b>Underground Storage Tank Liability</b>	<b>Fire Alarm Installation Liability</b>
<b>Boiler &amp; Machinery Coverage</b>	<b>School Board Legal Liability</b>
<b>Student/Athlete Accident Coverage</b>	<b>Law Enforcement Liability</b>
<b>Excess Workers’ Comp. Coverage</b>	<b>Employer’s Liability Coverage</b>
<b>Workers’ Compensation TPA services</b>	<b>Group Voluntary Products</b>
<b>Self-funded Group Health Plans</b>	<b>Health Stop Loss Coverage</b>
<b>Group Health Plan TPA Services</b>	<b>Loss Control Services</b>
<b>P&amp;C Risk Management Services</b>	<b>Benefit Plan Risk Management Services</b>

It is contemplated that the successful Insurance Agency Services will provide “value added” services for the above in determining the appropriate retentions – risk transfer – limits of insurance and plan design to successfully manage the listed risks and other risks as identified.

**SCOPE OF SERVICES:**

**I. DEVELOPMENT**

The selected Insurance Agency Services shall work closely with GPISD staff to develop “Requests for Proposal” specifications associated with the District’s Property Casualty, Workers Compensation, Employee Benefits and Student Athletic/Accident Insurance needs. The successful Agency Services shall make available to the DISTRICT all resources at its disposal to properly assess, organize, and review all data placed in the Request for Proposals (RFP). All DISTRICT coverage will utilize an RFP process (unless as otherwise specified by State Statute) and the selected Agency Services shall be allowed to market to the full extent of their market contacts. Any and all other providers will be invited to provide proposals for any remaining opportunities for coverage or services.

The Insurance Agency Services shall return with their proposal a list of services provided to school district clients in addition to the placement of insurance.

## **II. IMPLEMENTATION**

The selected Insurance Agency Services shall market to all qualified insurance companies, third party administrators or pooling groups. Marketing shall include, but not be limited to: canvassing of all known insurance markets, contact with underwriters to determine interest, assist in the development of insurance specifications (including review of any suitable manuscript policies) and negotiate on behalf of the DISTRICT. The Agency Services shall also provide professional services on all proposed programs with appropriate changes, enhancements and modifications deemed to be in the best interest of the DISTRICT.

## **III. RECOMMENDATION/PLACEMENT**

The selected Insurance Agency Services shall represent the DISTRICT in all phases of their insurance program. The Insurance Agency Services shall review and analyze proposals from competing insurance companies and third party administrators, and assist the DISTRICT in the selection thereof. This includes conference calls to clarify responses, negotiations on specific contract language and costs, and submission of a spreadsheet analysis for comparison and review on all proposing insurers. It should be expressly understood that no insurance contract can be bound until the District's Board of Trustees approve and act in their official capacity.

The selected Insurance Agency Services will also manage the notification and procedural changes when a new insurer is selected and approved.

## **IV. ADMINISTRATION**

The selected Insurance Agency Services shall provide Agency Services to the DISTRICT for the duration of the contract to ensure that the insurance program accepted by the DISTRICT continues to work smoothly and effectively. The selected Insurance Agency Services shall attend any and all meetings involving the chosen insurer, in addition to, the District's insurance committee meetings and/or any necessary Board of Trustee's meetings.

The selected Insurance Agency Services shall not assign this contract to a third party without the written consent of the DISTRICT.

## **V. OTHER PROJECTS**

The selected Insurance Agency Services must be available to serve the DISTRICT on all Property & Casualty, Workers' Compensation, Employee Benefits and Student Athletic/Accident insurance. The Insurance Agency Services must also provide services for related issues on such projects as the DISTRICT may request, such as:

1. Identifying appropriate markets for specialty coverage
2. Reviewing contractual language,
3. Assessing financial strength and stability of insurance companies,
4. Developing loss reporting specifications,
5. Updating any statutory changes
6. Assisting in loss control, claims management and analysis,
7. Interpreting actuarial reports.

## **VI. AWARD OF CONTRACT**

The contract will be awarded to the responsible Insurance Agency Services whose proposal is deemed most advantageous to the DISTRICT. The DISTRICT also reserves the right to contact any Insurance Agency Services for clarification after responses are opened and/or to further negotiate with any Insurance Agency Services as deemed desirable by the DISTRICT.

Proposals will be evaluated on the basis of the following criteria:

1. Completeness and accuracy of the RFQ responses.
2. Agency Service's ability to provide services for all lines of insurance.
3. Experience of personnel assigned to the District.
4. Relevant experience with other school districts.
5. Management and organization of the Agency Services.
6. Communication skills.
7. Working relationship with the GPISD staff and other third party representatives as required by GPISD.

Contract for Agency Services will be for three years with an effective date of 2-1-09 through 1-31-12. If at the end of the contract term services are satisfactory, the DISTRICT may extend the contract for two (2) additional one-year periods.

The Insurance Agency Services or the DISTRICT may terminate this contract at anytime without cause and without penalty as long as 60 days written notice is provided.

## **VII. SUBMITTALS:**

- Please Provide an Agency Services Organizational Chart
- Please Provide Agency Services Biographies of the Key Personnel who will be assigned to service GPISD.
- Please provide 3 Texas School District References each for the following: (Each Reference shall show the name of the District, Contact Name, Title, and Phone Number.)
  - Property and Casualty Coverage
  - Employee Benefits
  - Self-funded Workers' Compensation Plans
  - Student Athletic/Accident Coverage Plans
- Residence Certification
- Conflict of Interest Statement
- Non-Collusion Statement
- Felony Conviction Notice

REQUEST FOR QUALIFICATIONS (RFQ) 09-13  
Insurance Agency Services

**QUALIFICATIONS QUESTIONNAIRE**

Name/Address of Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person Responsible for  
Providing client service to GPISD \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**AGENCY SERVICES QUALIFICATIONS:**

Date Company Founded: \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of School District Clients  
By Line of Coverage:

Property and Casualty	_____
Employee Benefits	_____
Student Athletic/Accident Insurance	_____
Workers Compensation	_____

ERRORS AND OMISSIONS INSURANCE: Insurance Limits: \$ \_\_\_\_\_  
(Provide a Certificate of Insurance) **Minimum \$3,000,000**

**REQUEST FOR QUALIFICATIONS (RFQ) 09-13  
Insurance Agency Services**

**PROPOSAL RESPONSE FORM**

The enclosed proposal is submitted by the undersigned in compliance with all instructions, specifications, conditions, and contract provisions contained with the invitation.

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Entity Name

---

Address

---

City/State/Zip Code

---

Area Code & Phone Number

---

Area Code & Fax Number

---

Printed Name of Person Authorized to Sign for Proposer

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Authorized Signature

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Date Signed

Two (2) copies of the proposal, signed in original ink, shall be enclosed in a sealed envelope to be delivered to the address above before 10:00 am on December 8, 2008. . The proposers shall show the name and the address of the Insurance Agency Services with the notation: "Insurance Agency Services," RFQ #09-13. All provisions for services in the proposal should remain valid for 90 days following the deadline date for submission or until a proposal is accepted and a contract executed.

**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 Services 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 Services 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** \_\_\_\_\_

**POSITION WITH AGENCY** \_\_\_\_\_



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly 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 who has a business relationship with local governmental entity.**

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes       No

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

Yes       No

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

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

It is agreed by the undersigned bidder that the signed delivery of this bid/proposal represents the bidder's acceptance of the terms and conditions of this invitation to bid/offer a proposal including all specifications and special provisions.

**Note:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Grand Prairie Independent School District.

FIRM'S NAME
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NAME OF AUTHORIZED INDIVIDUAL (printed or typed)
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AUTHORIZED SIGNATURE	DATE
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POSITION WITH COMPANY
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## 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 (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination contract.”

This Notice Is Not Required of a Publicly Held Corporation

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

<b>COMPANY NAME:</b>
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**Check the appropriate box and sign the form.**

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

- My firm is not owned nor operated by anyone who has been convicted of a felony.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: \_\_\_\_\_

Details of Conviction(s):    
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**AUTHORIZED SIGNATURE:** \_\_\_\_\_