

**IRVING INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

2621 West Airport Freeway IRVING, TX 75062  
PHONE: (972) 215-5440 FAX: (972) 215-5442

This is NOT AN ORDER. It is an invitation to bid or propose.

**Request for Competitive Sealed Proposals -  
CSP #09-34 Student Accident and Athletic Insurance Program**

Please RESPOND on the following not later than **11:00 AM, June 3, 2009.**

SUBMIT ONE ORIGINAL AND TWO COPIES OF BID.

Mark **sealed envelope** CSP #09-34 Student Accident and Athletic Insurance Program.

This proposal will open at **11:00 AM, June 3, 2009** and deliver to the Purchasing Office address at the top of this form or mail to:

MAIL TO:  
Rick Powell, Director of Purchasing  
Irving ISD  
P.O. Box 152637  
Irving, TX 75015-2637

OR DELIVER TO:  
  
2621 West Airport Freeway  
Irving, TX 75062

Any submissions of information or documents to Irving ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise noticed in writing and responds to vendor in writing receiving said notice. In determining the award of contracts, the District shall consider factors in accordance with Section 44 Texas Education Code. The right is reserved to accept or reject each item separately or as a whole.

**It is the responsibility of the vendor to check the Irving ISD website for posted addenda.**

**IRVING INDEPENDENT SCHOOL DISTRICT**

By: 

Richard Powell, Director of Purchasing  
[rpowell@irvingisd.net](mailto:rpowell@irvingisd.net)

\_\_\_\_\_  
You are representing to Irving ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle one) YES OR NO BID

Company Name: \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Email \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

**CENTENNIAL**  
**1909-2009**



**Request for Competitive Sealed Proposals**  
**CSP # 09-34**

**STUDENT AND ATHLETIC ACCIDENT INSURANCE PROGRAM**

**DUE DATE: Wednesday, June 3, 2009**  
**11:00 a.m. Central Daylight Savings Time**

*Deliver to:*

Purchasing Department  
Administration Building  
2621 W. Airport Freeway  
Irving, TX 75062-6020  
972-215-5440

*Or mail to:*

P.O. Box 152637  
Irving, TX 75015-2637

Request for Competitive Sealed Proposals - CSP #09-34  
Student Accident and Athletic Insurance Program

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A. Name of Insured:

**Irving Independent School District**

B. Effective Date and Policy Term for Blanket & Catastrophic Insurance

Effective Date - August 1, 2009  
Initial Policy Term Award - Anticipated to be three (3) consecutive 12-month periods beginning August 1, 2009. The District may, at its discretion, award a one or two year initial term.

The district requests that pricing be proposed for two optional, 1-year agreements after the initial 3-year agreement is complete. The two, optional year contracts would require approval of the Irving ISD Board of Trustees at the end of the 3-year contract, if awarded.

C. Student Coverage Voluntary:

IRVING ISD DOES NOT PROCESS APPLICATIONS OR COLLECT PAYMENTS.

**Voluntary 24-Hour** - Up to \$25,000, \$0 deductible, for injuries sustained during the year. This plan will be a PRIMARY POLICY. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group. (See Section I, FORMAL QUOTE)

**Voluntary At School** - Up to \$25,000, \$0 deductible for injuries that occur at school or school sponsored activities and to and from school, including all sports, except varsity football. This plan will also be a PRIMARY POLICY. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group. (See Section II, FORMAL QUOTE)

**Voluntary Football Coverage Varsity** - Up to \$25,000 for injuries sustained while practicing or participating in interscholastic varsity football. Benefit coverage will match requirements as outlined in the at-school plan. (See Section III, FORMAL QUOTE)

**Voluntary Extended Dental** - Pays Usual and Customary to \$25,000 for injuries to sound teeth. (See Section IV, FORMAL QUOTE)

D. **Catastrophic** – Irving ISD will purchase blanket catastrophic accident insurance for those students participating in all UIL sports and activities. There will be a \$25,000 deductible with indemnity amount of no less than \$1,000,000. Deductible period will be two (2) years and a ten (10) year minimum benefit period. (See Section V, FORMAL QUOTE)

E. **Treatment of a Covered Person** - Treatment must be initiated by a licensed physician within 90 days of the date of injury. Ambulance expenses must be for the first trip to a hospital not to the nearest hospital.

Any inquiries relative to this RFP may be directed to Judyann Robinson, Risk Manager, in written electronic format at: [jrobinson@irvingisd.net](mailto:jrobinson@irvingisd.net) Company identification must be included in an official company signature block of the inquirer.

F. General Information

All information provided to potential clients of voluntary coverage must be available in English and Spanish language versions.

Irving ISD demographics:

4 (only 3 have sports programs) High Schools: enrollment approximately 9,042

7 Middle Schools: enrollment approximately 6,970

23 Elementary Schools: enrollment approximately 17, 317

G. 2008-2009 Athletic Participation

High School (grades 9-12)

Baseball	146
Basketball	335
Football	590
Golf	39
Gymnastics	29
Soccer	363
Softball	85
Swimming	80
Tennis	136
Track/Cross Country	350
Volleyball	145
Wrestling	80

Middle School (grades 7-8)

Basketball	840
Football	850
Soccer	340
Track	665
Volleyball	420

H. Three-Year Claims History\* plus current year

	<u>Years</u>	<u>Catastrophic Prem.</u>	<u>Claims Paid to date</u>
1.	2005-2006	\$12,516	unk Voluntary, 0 Catastrophic
2.	2006-2007	\$13,406	unk Voluntary, 0 Catastrophic
3.	2007-2008	\$15,029	unk Voluntary, 0 Catastrophic
4.	2008-2009	\$10,827.49	unk Voluntary, 0 Catastrophic

\*Reflects claims paid as of March 31, 2009

I. Vendor Submission Information

**Vendor must submit the following in addition to all required forms included in this solicitation request:**

1. Formal Quote with price effective until September 1, 2009 if District has not awarded contract.
2. Errors and Omissions Coverage, minimum \$1,000,000.00 per occurrence.
3. List of all Texas school districts insured last year.
4. Resume - including number of years you have represented the company bid.
5. Number of years experienced in student athletic insurance. (Include in resume)
6. Copy of plan benefits including exclusions.
7. List of providers that accept benefits on FULL ASSIGNMENT or PPO Network.
8. Copy of proposed multi-year agreement.
9. Explanation how the PPO or special network functions.
10. Copy of Texas policy.
11. Indicate and describe if you have on-line electronic enrollment for parents/guardians to utilize for voluntary coverage, varsity football, and dental. Also indicate the capability of providing all the information needed for enrollment in both English and Spanish.
12. Describe your HIPAA/FERPA compliance program for the District.
13. Provide a financial statement or other evidence of financial stability of the insurance carrier.
14. If appropriate, specify clearly any deviation from or scope beyond RFP specifications that support worthy consideration by Irving ISD
15. **Please complete and sign all included forms for full compliance.**

J. Evaluation Criteria

Selection will be made on the basis of the eight (8) criteria stated below according to Chapter 44 - § 44.031 of the Tex Educ Code.

1. Proposed Fee Schedule (Cost based evaluation) (20%)
2. Reputation of vendor and vendor's goods or services. (References and other sources of reputation information) (10%)
3. Quality of proposer's services (District's subjective and objective opinion based on any available information) (15%)
4. Extent to which the goods and services meet Irving ISD's needs. (District's subjective and objective opinion based on any available information) (24%)
5. Vendor's past relationship with the District (15%)
6. Impact on the ability of Irving ISD to comply with laws and rules relating to historically underutilized businesses District policy regarding HUB and M/WBE vendors follows:

IRVING ISD POLICY - CH(LOCAL), ENCOURAGEMENT OF HUB / MWBE PARTICIPATION

"The District shall include and encourage the participation by historically underutilized businesses (HUB) and minority/women business enterprises (M/WBE) in all phases of the District's procurement practices and provide them equal opportunities: 1. To have access to procedures for quotations and open purchase orders; and 2. To compete for contracts for provision of professional services, purchases of equipment and supplies, and provision of other goods and services required by the District. The terms HUB and M/WBE mean a business

in which at least 51 percent of the ownership and management is by minority group members or women owned, or in the case of a publicly-owned business, at least 51 percent of the stock is owned and managed by minority group members or women. Minority groups shall include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian Indian Americans. The District accepts HUB certification from the Texas Building and Procurement commission and M/WBE from any established certification organization." (1%)

7. Total long-term cost to the District to acquire the vendor's goods or services (multi-year pricing) (5%)
8. Any other relevant factor specifically listed in the request for bids or proposals such as: (10%)
  - Factors include:
  - a. Compliance with the scope of services and/or exceeding proposal and contract requirements (Method of distribution of coverage information and enrollment materials; value added services)
  - b. Financial integrity of organization
  - c. References and experience with Texas public entities that are of comparable size to Irving ISD

Negotiations with the highest ranked, responsive proposer may be necessary to complete the terms and conditions of the contract/agreement. If negotiations are not successful, the District reserves the right to terminate negotiations and initiate negotiations with the second highest ranked responsive proposer.

**SEE NEXT PAGE**

K. Vendors Plan Outline:

Name of Insurer: \_\_\_\_\_

Please check the appropriate area if your PPO or Network will accept benefits on full assignment. Definition of full assignment - "When a covered student is injured and utilizes the PPO or Network all covered procedures will be accepted as payment in full." If a student goes outside the PPO or Network show the amount your plan will pay.

Please check what benefits your plan offers:

BENEFITS	Full Assignment			Full Assignment			Full Assignment			Out of Network		
	U&C			PPO			NETWORK			OTHER		
	Yes	No	Paid	Yes	No	Paid	Yes	No	Paid	Yes	No	Paid
Plan Maximums												
Hospital Room & Board												
Hospital Inpatient												
Misc. Expenses												
Hospital Outpatient												
Emergency Care												
E.R. Physician												
Hospital Outpatient Surgery												
Doctor Visits												
Physician Surgical												
Assistant Surgeon												
24-Month Pin Removal												

BENEFITS:	Full Assignment			Full Assignment			Full Assignment			Out of Network		
	U&C			PPO			NETWORK			OTHER		
	Yes	No	Paid	Yes	No	Paid	Yes	No	Paid	Yes	No	Paid
Anesthesia Expenses												
Pvt. Duty Nursing												
Outpatient Therapy												
Outpatient X-ray												
Outpatient Laboratory												
Dental (Injuries)												
Ambulance 1 <sup>st</sup> trip												
Motor Vehicle												
CAT scan & MRI Expenses												
MRI Radiologist Reading												
Orthopedic Appliances												
Prescription Drugs												
Glasses/Hearing Aids												
Post Surgical Durable Medical Equipment												
Field Trips												
Vocational												
Power lifting												
HIPAA compliant												
Custom Claims Report (upon demand)												

NOTE: If you submit a U&C plan, can you guarantee that all covered benefits will be paid in full with no balance to the parent or guardian?

Yes  No

Please state name of your "No Balance" Network: \_\_\_\_\_

Official Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**Pricing for Year 1 - August 1, 2009 through July 31, 2010**

Having carefully examined the Bid Notice, General Conditions, Specifications and Forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

Section I - Voluntary Coverage - 24-Hour (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		
PREMIUM _____			

Section II - Voluntary Coverage - At School (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		
PREMIUM _____			

Section III - Voluntary Varsity Football Only (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		
PREMIUM _____			

Section IV - Voluntary Dental (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		
PREMIUM _____			

Section V - Catastrophic (District Paid)

MAXIMUM COVERAGE \$ _____	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
2-YR PERIOD TO MEET DEDUCTIBLE	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE \$25,000	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
BENEFITS PAYABLE FOR _____	<input type="checkbox"/>		
PREMIUM _____			

**Pricing for Year 2 - August 1, 2010 through July 31, 2011**

Having carefully examined the Bid Notice, General Conditions, Specifications and Forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

Section I - Voluntary Coverage - 24-Hour (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		

PREMIUM \_\_\_\_\_

Section II - Voluntary Coverage - At School (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		

PREMIUM \_\_\_\_\_

Section III - Voluntary Varsity Football Only (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		

PREMIUM \_\_\_\_\_

Section IV - Voluntary Dental (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		

PREMIUM \_\_\_\_\_

Section V - Catastrophic (District Paid)

MAXIMUM COVERAGE \$ _____	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
2-YR PERIOD TO MEET DEDUCTIBLE	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE \$25,000	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
BENEFITS PAYABLE FOR _____	<input type="checkbox"/>		

PREMIUM \_\_\_\_\_

### Pricing for Year 3 - August 1, 2011 through July 31, 2012

Having carefully examined the Bid Notice, General Conditions, Specifications and Forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

#### Section I - Voluntary Coverage - 24-Hour (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		

PREMIUM \_\_\_\_\_

#### Section II - Voluntary Coverage - At School (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		

PREMIUM \_\_\_\_\_

#### Section III - Voluntary Varsity Football Only (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		

PREMIUM \_\_\_\_\_

#### Section IV - Voluntary Dental (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		

PREMIUM \_\_\_\_\_

#### Section V - Catastrophic (District Paid)

MAXIMUM COVERAGE \$ _____	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
2-YR PERIOD TO MEET DEDUCTIBLE	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE \$25,000	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
BENEFITS PAYABLE FOR _____	<input type="checkbox"/>		

PREMIUM \_\_\_\_\_

**Option Year - Pricing for Year 4 - August 1, 2012 through July 31, 2013**  
**This contract year may be exercised at the discretion of the District by June 1, 2012 or as otherwise agreed by the parties, with approval of the Irving ISD Board of Trustees.**

Having carefully examined the Bid Notice, General Conditions, Specifications and Forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

Section I - Voluntary Coverage - 24-Hour (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		
PREMIUM _____			

Section II - Voluntary Coverage - At School (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		
PREMIUM _____			

Section III - Voluntary Varsity Football Only (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		
PREMIUM _____			

Section IV - Voluntary Dental (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		
PREMIUM _____			

Section V - Catastrophic (District Paid)

MAXIMUM COVERAGE \$ _____	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
2-YR PERIOD TO MEET DEDUCTIBLE	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE \$25,000	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
BENEFITS PAYABLE FOR _____	<input type="checkbox"/>		
PREMIUM _____			

**Option Year - Pricing for Year 5 - August 1, 2013 through July 31, 2014**  
**This contract year may be exercised at the discretion of the District by June 1, 2012 or as otherwise agreed by the parties, with approval of the Irving ISD Board of Trustees.**

Having carefully examined the Bid Notice, General Conditions, Specifications and Forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

Section I - Voluntary Coverage - 24-Hour (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		
PREMIUM _____			

Section II - Voluntary Coverage - At School (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	YES		
PREMIUM _____			

Section III - Voluntary Varsity Football Only (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		
PREMIUM _____			

Section IV - Voluntary Dental (Non-District Paid)

TERM - ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		
PREMIUM _____			

Section V - Catastrophic (District Paid)

MAXIMUM COVERAGE \$ _____	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
2-YR PERIOD TO MEET DEDUCTIBLE	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE \$25,000	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
BENEFITS PAYABLE FOR _____	<input type="checkbox"/>		
PREMIUM _____			

L. Submission of Proposals and Award of Contract

Vendors must provide two (2) copies of proposals. Proposals will be received by the Purchasing Department of Irving Independent School District at 2621 W. Airport Freeway, Irving, TX 75062-6020. **All proposals must be received by 11:00 a.m. Wednesday, June 3, 2009.** After all proposals have been evaluated, any proposal determined to be acceptable without discussion, additional information or negotiation, may be recommended for acceptance to the Board of Trustees. If however, no proposal is acceptable without discussion, additional information or negotiation, the District may contact those proposers within a competitive range regarding modification or negotiation of specific provisions. Please be advised that the aforementioned statement should not be construed so as to encourage any proposer from submitting anything less than their best and final offer in their original proposal. **It is anticipated the Bid will be awarded by the Board of Trustees at their scheduled Board Meeting, on June 15, 2009.**

The Board reserves the right to waive all informalities, to be the sole judge of quality and suitability, and may reject any or all Proposal items.

**Please complete and sign all included forms for full compliance.**

The expiration date of the contract may also be extended for a period agreed to by both parties, not to exceed six months.  
All contracts, agreements or any other business affairs with the Irving Independent School District, Irving Texas shall be construed according to the laws of the State of Texas and have venue in a court of competent jurisdiction in Dallas County, Texas.

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**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
  - b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
  - c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
  - d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.
- 

**Texas Education Code Section 44.034.**  
**Notification of Criminal History of Contractor**

a) 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.

Vendor response (MUST initial): negative \_\_\_\_\_ or see attached information \_\_\_\_\_

b) 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 of the contract.

c) **This section does not apply to a publicly held corporation.** Initial if (c) applies \_\_\_\_\_

---

**If awarded under this document, vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services or supply of goods to Irving ISD.    yes \_\_\_\_\_ no \_\_\_\_\_**

**Signature below certifies accuracy of answers to all sections on this page.**

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Telephone Number (        ) \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT TERMS**

Irving ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251.

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**VISITOR REGISTRY SYSTEM**

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

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**EPCNT**

Irving ISD encourages vendors to check yes to the EPCNT clause because other schools can buy with our bid under the same terms. This streamlines the public purchasing process and cuts costs to the public. It also keeps vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources. Do not check yes if doing so would be detrimental to Irving ISD pricing, terms or conditions in your response.

Approximately 56 school districts in the area have formed, through an inter-local agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). You may learn about EPCNT at <http://www.epcnt.com/>. Should any of these entities decide to participate in this bid, would you (the vendor) agree to extend your offer to all member school districts? Terms and conditions and pricing must be the same as for Irving ISD.

\_\_\_\_\_ NO, \_\_\_\_\_ YES

If vendor checks yes, the following will apply:

Terms and conditions and pricing will be the same as Irving ISD. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than the Irving ISD will be billed directly to that entity and paid by that entity. Irving ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as needed.

**Signature below certifies authorizes EPCNT participation for this offer by the responding vendor.**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**TO BE SIGNED AND RETURNED**

**CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Irving ISD to determine the residency of its offerors. In part, this law reads as follows:

Section: 2252.001

- (3) 'Non-resident bidder' refers to a person who is not a resident.
- (4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that \_\_\_\_\_  
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

\_\_\_\_\_ Resident Bidder      \_\_\_\_\_ Non-resident Bidder

My principal place of business under Tex. Gov't Code, Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_ in the state of \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

**Definitions: Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of \_\_\_\_\_ ("Contractor"), I certify that

[check one]:

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

**Or**

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

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company name \_\_\_\_\_

Printed name of Company Representative: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_