

**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 #09-39
Credit Monitoring and Identity Restoration Services**

Please RESPOND on the following not later than **11:00 AM, June 2, 2009.**

SUBMIT ONE ORIGINAL AND TWO COPIES OF BID.

Mark **sealed envelope** CSP #09-39 Credit Monitoring and Identity Restoration Services.

This proposal will open at **11:00 AM, June 2, 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

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 #09-39

Credit Monitoring and
Identity Restoration Services

DUE DATE: Tuesday, June 2, 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 #09-39
Credit Monitoring and Identity Restoration Services

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I. INTRODUCTION

The Irving Independent School District (IISD) employs approximately 4,300 full-time and part-time employees. For purposes of this RFP, there are also approximately 1,986 former employees that should be included in the headcount for the credit monitoring and restoration services pool. The total number of employees covered by one or more services solicited in this Request for Proposals exceeds 6,000.

Identity theft of some personal identifiable information of some District employees has been reported and IISD is currently fully cooperating with all investigative authorities.

The District has adopted an Identity Theft Prevention Program pursuant to applicable provisions of the Fair and Accurate Credit Transaction Act of 2003, as amended (FACTA) and is implementing the "Red Flag Rules" promulgated by Federal Agencies who enforce the Act (16 C.F.R. §681.2).

References to RFP, CSP, and Bid are all used to represent this competitive procurement process and are considered interchangeable terms.

For purposes of further inquiry regarding this RFP, please contact Judyann Robinson, Risk Manager at jrobinson@irvingisd.net. Company identification must be included in an official company signature block of the inquirer.

II. SERVICES REQUESTED

The Irving Independent School District (hereinafter referred to as IISD) is soliciting competitive sealed proposals from qualified vendors for services relating to credit monitoring of all reporting bureaus and identity restoration services. The expense for these services will be paid by the District. Preference will be given to a single vendor that can provide both services requested.

It is the intent of the District to contract for the described services for a minimum of one year with the option to extend the agreement, at the District's discretion, for up to two additional one year terms. Pricing should be provided by the proposing vendors for the cost of each proposed item or service for year 2 and year 3 in the event that those options are exercised by the District. . **Identity restoration services would be on an as needed basis, effective immediately from date of fully executed contract(s) up to and including June 30, 2011 for any individual listed on the compromised report. No pre-existing clause will be accepted. Services must be provided to all employees designated by the District.** Contract(s) will be subject to the provisions of §§271.151-271.160 and §271.903 Tex Loc Gov't Code as applicable, as well as, any other applicable statute.

IISD reserves the right to reject any or all proposals in response to this RFP. IISD reserves the right to contract directly for any ancillary services such as identity theft training for all employees with a vendor of the District's choice.

All vendors responding to the Request for Sealed Proposals are welcome to propose any

additional services that the vendor believes would benefit the District and its employees. This information should be listed separately and should include any relevant information and pricing.

All pricing and proposals must offer the District the cost for year one of the agreement and cost for option year 2 and option year 3.

III. PREPARATION OF PROPOSAL

Each vendor shall furnish the information required by the RFP. Proposals signed by someone other than an officer or partner of the vendor are to be accompanied by evidence of authority to sign the proposal. The proposer must be properly credentialed to conduct services in the State of Texas and in good standing with any appropriate state official(s) having governance over such service offerings.

Each vendor must include in their response:

- a. Qualifications for individuals that would be performing restoration services. Preference will be given to vendors providing trained personnel with a generally recognized professional certification designation in the field of identity theft.
- b. Each vendor must provide a current financial statement of the contracting entity or entities, (include any company that will be providing any services under any proposal) and/or other evidence of financial stability with the proposal. Audited financial statements will be given greater weight during evaluation and are preferred by the District.
- c. Please complete, sign and return all forms included in the Proposal document.
- d. Complete contact information for vendor's management staff overseeing the services being provided.
- e. If you offer alternative or optional services, please submit payment schedules for those available to be considered by IISD for services rendered.
- f. Sample contract(s) for services requested.

IV. EVALUATION CRITERIA

Selection will be made on the basis of the criteria (A-H below) according to Chapter 44 - §44.031 of the Tex Educ Code. The highest ranked responsive proposal will be selected based on the following criteria.

- A. Proposed Fee Schedule(s). (Cost based evaluation) (25%)
- B. Reputation of vendor and vendor's goods or services. (References and other sources of reputation information) (5%)

- C. Quality of vendor's services. (District's subjective and objective opinion based on any available information) (20%)
- D. Extent to which the goods and services meet the District's needs. (District's subjective and objective opinion based on any available information) (25%)
- E. Vendor's past relationship with the district (Considered and determined to be irrelevant) (0%)
- F. Impact on the ability of IISD to comply with laws and rules relating to historically underutilized businesses. (1%)

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."

- G. Total long-term cost to the district to acquire the vendor's goods or services. (Total cost over the anticipated life of the agreement) (1%)
- H. Other relevant factors to include the following: (23%)
 - 1. Compliance with the scope of services and/or exceeding proposal and contract requirements.
 - 2. Financial integrity of organization.
 - 3. Qualifications of personnel assigned to service the IISD account.
 - 4. References/experience with Texas public entities comparable in size to IISD.
 - 5. Location of personnel that will service IISD account.

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

V. TERMINATION OF CONTRACT FOR SERVICES

The services contract(s) may be cancelled by the District upon written notice provided such notice specifies an effective date for cancellation of not less than ninety (90) calendar days from the date such notice is received. All fees owing to and earned by the vendor through the effective cancellation date shall be paid to the vendor within thirty (30) calendar days after the effective cancellation date. Payment for services shall be governed by the Texas Prompt Payment Act, Chapter 2251 Tex Gov't Code.

VI. INSURANCE AND INDEMNITY PROVISIONS

- A. Prior to approval of the contract(s) with IISD, the vendor shall furnish a completed Standard Certificate of Insurance to the Risk Manager, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. IISD shall have no duty to pay or perform under this contract(s) until such certificate shall have been delivered to the Risk Manager, and no officer or employee shall have authority to waive this requirement.
- B. IISD reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance requirements and their limits when deemed necessary and prudent by the Risk Manager based upon changes in statutory law, or court decisions.
- C. A vendor's financial responsibility is of interest to IISD; therefore, a review of vendor's insurance in full force and effect should be in place with the following criteria:

TYPE	Amount
1. Workers' Compensation Employer's Liability	Statutory \$100,000/500,000/100,000
2. Commercial General (public) Liability Insurance to include coverage for the following:	
a. Premises operations	Combined Single Limit
b. Independent contractors	Bodily Injury and
c. Products/completed operations	Property Damage of
d. Personal injury	\$1,000,000 per occurrence
e. Contractual liability	or its equivalent
3. Business Automobile Liability	Combined Single Limit
a. Owned/leased vehicle	Bodily Injury and
b. Non-owned vehicles	Property Damage of
c. Hired vehicles	\$100,000 per occurrence or its equivalent
4. Errors and Omissions Insurance	\$1,000,000 per occurrence

- D. The vendor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:
1. Name the IISD and its Board members, officers, employees, student teachers, volunteers, and elected representatives as additional insured's, (as the interests of each insured may appear) as to all applicable coverage;
 2. Provide for 30 days notice to IISD for cancellation, non-renewal, or material change;
 3. Provide for an endorsement that the "other insurance" clause shall not apply to the Irving ISD where IISD is an additional insured shown on the policy;
 4. Provide for notice to IISD at the address shown below by registered mail;
 5. Waive subrogation against IISD, its officers, elected representatives, employees, student teachers, and volunteers for injuries, including death, property damage, or any other loss to the extent the same may be covered by the proceeds of insurance;
 6. Provide that all provisions of this contract(s) concerning liability, duty, and standard of care, together with the indemnification, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. The vendor shall notify IISD, in the event of any change in coverage and shall give such notices not less than 30 days prior to the effective date of the change, which notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to IISD at the following address:

Irving Independent School District
Risk Management Department
P.O. Box 152637
Irving, TX 75015-2637

VII. SUBMISSION OF PROPOSALS

Four (4) typewritten and bound copies of the proposal shall be enclosed in a sealed envelope. The vendor shall show the name and address of the vendor with the notation "**CSP #09-39 Credit Monitoring and Identity Restoration Services**" clearly marked on the face of the envelope. Any proposal received at the location designated below after the exact time specified for receipt shall not be considered. In addition, no Vendor may modify or withdraw their proposal once they have been opened.

Please address your proposal to:

Irving Independent School District
Purchasing Department
2621 W. Airport Freeway
Irving, TX 75062-6020

All proposals are due at IISD no later than 11:00 AM Central Daylight Savings time on Tuesday, June 2, 2009. Proposals received after this time will not be considered. All provisions in submitted proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or if a proposal is selected, throughout the entire term of the contract.

All proposals become the property of IISD upon receipt. Any information deemed to be confidential by the vendor should be clearly noted on the page or pages where such confidential information is contained. However, IISD cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Open Records Act, since information deemed to be confidential by the vendor may not be considered confidential under Texas Law.

VIII. AWARD OF CONTRACT

- A. A contract, if any, will be awarded to the responsive proposer whose proposal provides the District with the best value as determined by evaluation criteria listed in Section IV hereof. To be considered responsive, a proposer should sufficiently and adequately address all requirements and specifications of the RFP.
- B. IISD reserves the right to reject any and all proposals and may award to multiple vendor's that are responsive to this RFP.
- C. IISD may accept, within the time specified herein, any proposal in whole or in part, unless vendor specifies that their proposal is an all or nothing proposal, in which case, vendor must provide a prominent note explaining the limitation imposed.
- D. IISD will require the successful proposer to enter into a contract(s) for services. No award is complete and no work shall commence until a contract(s) agreeable to both parties are executed and delivered to the IISD and the vendor provides the necessary evidence of insurance as required by this RFP document.
- E. The vendor should submit with their proposal a preferred Contract form for any relevant proposed service.
- F. Vendor(s) award and contract(s) signing is anticipated to be considered during the regularly scheduled School Board meeting to be held on Monday, June 15, 2009.**

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.

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.

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.

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 _____