



PLANO INDEPENDENT SCHOOL DISTRICT

INVITATION TO SUBMIT PROPOSAL

RFP TITLE: Property Insurance Provider

RFP #: 3586

RFP OPENING DATE: 11/2/04 @ 2:00 pm (local time)

NO LATE RFP'S WILL BE ACCEPTED

NO FAXED OR ELECTRONIC RFP'S WILL BE ACCEPTED

PLEASE NOTE:

- All RFP Documents are to be delivered to:
Plano ISD Purchasing Department
6600 Alma Drive
Plano, TX 75023
- **Original and two copies** of RFP is required (all forms must be filled out and returned).
- FOR ADDITIONAL INFORMATION, PLEASE CONTACT THE PERSON BELOW. ALL QUESTIONS MUST BE SUBMITTED IN WRITING. ABSOLUTELY NO VERBAL RESPONSES WILL BE PROVIDED.

RAYMOND WEAVER
FAX-469-752-0281
E-MAIL: RWEAVER1@PISD.EDU

**REQUEST FOR PROPOSAL
FOR
COMMERCIAL PROPERTY INSURANCE
RFP#3586**

Scope Of Work

1.0 INTRODUCTION

The Plano Independent School District (“the PISD”) through its Purchasing Department, is publishing a Request for Proposal (“RFP#3586 Commercial Property Insurance”) soliciting a written proposal from professionals interested in providing the PISD with a competitive program for commercial property insurance. The PISD seeks a firm(s) that has experience providing commercial property insurance to other school districts, municipalities and governmental entities and desires to enter into a contract with the PISD.

The PISD will accept submissions from independent firms or groups of professionals proposing to provide the services on a joint venture basis. The PISD reserves the right to award multiple contracts to joint proposers when it is in the best interest of the PISD. If a joint venture is proposed, a single point of contact must be designated for the group and separate PISD required submittals for each entity must be included in the proposal for each of the firms participating in the venture.

This request for proposal is soliciting proposals for the following:

1. Commercial Property
2. Boiler and machinery breakdown

The following documents are included as exhibits in the appendix of the request for proposal.

1. Comprehensive Annual Financial Report for Fiscal Year Ended August 2003
2. Property Schedule
3. Insurer Loss Runs

2.0 BACKGROUND

2.1 Educational Mission. The mission of the Plano Independent School District is to provide an excellent education for all students. It provides a program of public education from pre-kindergarten through grade twelve. The purpose and responsibility of the PISD is to provide a thorough and efficient educational system for children.

2.2 Demographics. The PISD serves the residents of approximately 100 square miles in southwest Collin County. This area includes the City of Plano, northern portions of the cities of Dallas and Richardson, the city of Parker and parts of Allen and Murphy. The PISD is one of the fastest growing districts in the nation. This school year, The PISD will operate three early childhood schools, 40 elementary schools, 12 middle schools, five high schools, three senior high schools, two special programs centers, a science learning center, and four athletic fields. The PISD student enrollment for the 2003-04 school year was 51,244. The PISD has 6,860 total employees.

2.3 Commercial Property Program. The PISD has an estimated appraisal estimated at \$790,934,304 in property values. The present property program consists of a \$200,000,000 limit in any one occurrence. A \$100,000 deductible per occurrence applies to all losses, including boiler and machinery breakdown. The primary property insurance program is currently insured through Zurich American Insurance Company.

The commercial general liability coverage and employee benefit liability limits - \$1,000,000 each occurrence limit, personal advertising injury limit - \$1,000,000, general aggregate limit and products completed operations - \$2,000,000 each. The PISD has approximately 360 fleet vehicles including buses, trucks, vans, trailers, etc with an estimated inventory over \$13,000,000. The current coverage is through The Hartford with a liability limit of \$1,000,000 for each accident and no deductible.

The Hartford also insures commercial inland marine, commercial crime and fidelity. The commercial inland marine insures musical instruments and accessories valued at \$6,377,427. A \$100 deductible per occurrence is applicable to musical instruments. Business machines and equipment including audio visual with a \$6,953,057 inventory value are included in this policy with a \$2,500.00 deductible. Computer equipment valued at \$63,957,656 is also included with a \$1,000 deductible per occurrence.

Other than the property and boiler and machinery breakdown, the products above are not included in this RFP, but are only mentioned for informational purposes.

2.4 Governance. The Plano Independent School District is operated under the control of the School Board, the superintendent and his designees. Governance of the PISD is vested in the Board of Trustees.

3.0 SCOPE OF WORK

3.1 Schedule of Events. Listed below are important dates by which action will be taken or completed. If it is necessary to change any of these dates, it will be done by issuance of an electronic written Addendum and all recipients of the RFP will be notified.

Event	No Earlier Than
1 st advertisement	August 27, 2004
RFP released	August 27, 2004
2 nd advertisement	September 1, 2004
Vendor's questions due	October 15, 2004 @ 5:00 PM
District's Response to vendor questions	October 22, 2004
RFP Proposals due date	November 2, 2004 @ 2:00 PM
Evaluation of proposals	November 12, 2004
Award Contract	December 14, 2004
Insurance Coverage begins	January 1, 2005

3.2 Qualifications of Insurers. Proposed insurers must have an A.M. Best rating of "A:-VII" or better at the date of the award of contract. A Lloyd's company will be acceptable if it is a 100% owned subsidiary of a parent with an A.M. Best rating of "A:-VII," or a guaranty bond with proper power of attorney should be submitted with your proposal. A program qualifying under the Interlocal Cooperation Act, Chapter 791, Title 7, Government Code, or equivalent, will also be acceptable. Self-insurance pools must include a

current financial statement (Balance Sheet and Statement of Operations) and the most recent audited financial statements, including the independent auditor's opinion.

Insurers shall be duly licensed, or approved non-admitted carriers and comply with all applicable Texas insurance laws and requirements of the Texas State Board of Insurance.

3.2 Rates/Premium. The rates/premium quoted must be total and final, and must include all losses, loss adjustments, reinsurance, broker commissions, other company expenses, standard acquisition expenses, expense factors, premium taxes, and surplus lines fees (if applicable). As the District is a tax-exempt entity, it is exempt from federal excise and state sales tax and state premium tax; therefore, no tax except out-of-state surplus lines tax may be included in this RFP.

The District's intent is to establish a minimum three-year relationship with the insurance company, hereinafter also referred to as "proposer," "broker" or "agent," by way of a three-year insurance program. The District prefers that the rates be guaranteed for a three-year period. Rates can be adjusted annually, subject to losses, but the District must be provided with a detailed formula that will be followed for the annual premium renewals and subject to a maximum increase from the prior year. Provisions for 2nd and 3rd year renewals must be provided with the submission and included in the policy. Failure to obtain a three-year policy guarantee as listed above with acceptable renewal terms and conditions may require the annual marketing of this program.

3.3 Effective Date and Term of Coverage. The effective date of the policy is January 1, 2005. Again, the District would prefer that proposals be on a guaranteed three-year policy basis. As the district's fiscal year has changed to 7/1 – 6/30, this coverage will be for 18 months the first year (1/1/05 – 6/30/06), then 12 months in future years to be compatible with the fiscal year.

3.4 Deviations From Specifications. Any deviation from specification requirements must be identified and explained on Attachments F & G. Otherwise it will be deemed covered.

4.0 PROPOSAL PROCESS

NOTICE

The District is requesting this proposal to address statutory competitive requirements and to determine the most beneficial method of obtaining services district-wide as identified within the Scope of Work. The District, however, may be considering other options separately from this RFP, and notifies each proposer that the District may or may not enter into an Agreement resulting from this RFP, if at its sole discretion the District determines other methods are in its best interest. The District is not entering into an exclusive agreement and will at its discretion, make other arrangements from time to time, for similar type services.

The following provides information on how and where to submit a proposal and other pertinent information regarding this RFP. Proposers are required to read and comply with these instructions.

4.1 Issuing Office

This RFP is issued by:

**The Plano Independent School District
Purchasing Department
6600 Alma Drive
Plano, TX 75023
(469) 752 0280**

4.2 Proposal Information

Proposals will be received by the Purchasing Department until **2:00 PM, local time, on November 2, 2004**. Proposals will not be accepted after this date and time.

Submit one (1) signed original and two (2) complete copies of the proposal, numbering each page. Proposals should be submitted in a sealed package, marked "Commercial Property Insurance Proposal, RFP 3586. The proposals should be bound preferably in a three-ring, loose leaf binder, in a single volume. All documentation submitted with the proposal should be bound in that single volume. Proposals submitted that are not in accordance with the terms and conditions of this RFP will not be considered for evaluation or award.

Proposals will be publicly opened immediately following the deadline for receiving the proposals, and the name of each firm submitting a proposal will be read and recorded by the Purchasing Director.

4.3 Tentative Schedule of Events

No later than

1 st Advertisement	August 27, 2004
2 nd Advertisement.....	September 1, 2004
Deadline for Questions	5 PM, October 15, 2004
Proposal Due Date.....	November 2, 2004

4.4 Pre-Proposal Conference

A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

4.5 Interpretation of RFP Wording

Interpretation of the wording of this RFP shall be the responsibility of the PISD. The PISD staff will not give verbal answers to inquiries regarding the contents of the RFP.

4.6 Written Inquiries

Proposers may make written inquiries concerning this RFP to obtain clarification of the requirements. Inquiries must be submitted no later than 5 PM on the date specified in 4.3. Questions received by this deadline, and corresponding answers, will be posted on the PISD website. It is the responsibility of the proposer to access the website for RFP information. Answers to questions, of a general nature, will be issued by issuance of written addenda.

Submit inquiries via fax or e-mail to:

Raymond Weaver, Purchasing Director
Plano Independent School District
Purchasing Department
Fax # (469) 752-0281
E-mail to: rweaver@pisd.edu

No Phone Calls Please

4.7 Rights of the PISD Independent School District

The PISD reserves the right to require additional information from proposers and to conduct necessary investigations to determine product reliability, proposer performance and to determine the accuracy of proposal information.

The PISD reserves the right to revise the Schedule of Events if such revision is deemed to be in the best interest of the PISD.

4.8 Period of Performance

The scope of work shall be performed within the schedule of events identified for completion of the work.

4.9 RFP Information and Work Conditions

4.9.1 All proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section 4.6 of this RFP. It is believed that all information necessary to complete a response is included in this RFP. It is the responsibility of the proposer to obtain clarification of any information contained herein that is not fully understood.

4.9.2 The proposer shall not interfere or disrupt the day-to-day operations of the PISD, its staff, its students or other proposers.

4.9.3 The proposer, by and through the submission of a proposal, agrees to be held responsible for: 1) having examined the Request for Proposal and all referenced citations of judicial decisions, statutory authority, and local policy; 2) having become familiar with the nature and scope of the services required by the PISD; and; 3) identifying any local conditions that may affect the labor availability, administrative rules and other factors that may impact the PISD's timeline for completion of the services.

4.9.4 The proposer shall, in all cases, be solely responsible for the performance of all deliverables in accordance with the contract milestones.

4.9.5 The proposer SHALL take prime proposer responsibility, including the management and performance of all subcontractors and products provided.

4.10 Addenda

Only substantive items, as determined by the PISD, will be addressed in the form of written addenda, which, if issued, will be posted on the PISD website. Failure of any proposer to receive any such addendum or interpretation shall not relieve the proposer from any obligations under their proposal as submitted. All addenda so issued shall become part of the contract documents. The PISD may elect to not respond to all inquiries in this manner.

4.11 Proposal Submission

4.11.1 All information requested must be provided by the proposer for the proposal to be responsive.

4.11.2 In order to be considered responsive, all proposers must organize their proposal in accordance with the instructions in the proposal information section of this RFP.

4.11.3 Exceptions, substitutions and clarifications to RFP requirement must be clearly stated and described in detail in the proposal. For all substitutions and

clarifications, state the nature of the exception or clarification and any alternative recommendation that will meet the intent of the PISD in accordance with the instructions in the Proposal Format Requirements.

4.11.4 In the event that a proposal is provided in which the unit price and the extended price do not agree, the unit prices will prevail.

4.11.5 An authorized officer of the proposer must sign proposal. Signature on the proposal form will signify agreement and compliance with all requirements set forth in this solicitation except where specifically noted in the written response. In addition, the proposer's signature on the form will indicate the following:

- All data presented in the proposal is accurate and reliable.
- Information given by the proposer will constitute good and sufficient cause for rejection of the proposal.
- Agreement that final payment will not be made until all services have been completed and required corrections have been made.
- Agreement that all costs, including the costs of any subcontractors, either direct or indirect, incurred in the preparation of a proposal, are the sole responsibility of the proposer.
- Guarantees that the prices quoted have been established without collusion with other eligible proposers or suppliers and without effort to preclude the PISD from obtaining the lowest possible competitive price.

4.11.6 Each proposer in submitting a proposal represents that:

- The proposer has read and understands the RFP and its proposal is made in accordance with the Scope of Services. Proposer is familiar with the local conditions under which work is to be performed.
- The proposal is based upon the materials, labor, systems and equipment required in the RFP.

4.12 Proposal Requirements and Conditions

In submitting its proposal, proposer understands and agrees to be bound by the following terms and conditions:

4.12.1 Receipt of Proposals

One (1) original and two (2) original copies of separate Proposals for Commercial Property Insurance shall be delivered to:

**Raymond Weaver, Purchasing Director
Plano Independent School District
Purchasing Department -
6600 Alma Drive
Plano, TX 75023**

no later than **November 2, 2004 at 2:00 PM Local Time**

The Proposal shall be identified on the face of its container as follows:

PROPOSAL FOR:

RFP# 3586, Commercial Property Insurance,
FROM: (Name and Address of Proposer)

4.12.3 No proposal will be accepted after date and time printed on the cover page. Late proposals will not be accepted and will be returned unopened.

4.12.4 No oral, telegraphic, telephonic or facsimile proposals will be considered.

4.13 Withdrawing Proposals

Proposals deposited with the PISD cannot be withdrawn prior to the time set for opening proposals. Request for non-consideration of proposals must be made in writing to the Purchasing Director and received by the PISD prior to the time set for opening proposals. After other proposals have been opened, the proposal for which non-consideration is properly requested will be returned unopened. The proposal may not be withdrawn after the proposals have been opened, and the proposer, in submitting the same, warrants and guarantees that its proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such proposal will not and cannot be withdrawn because of any mistake committed by the proposer.

4.14 Consideration of Proposals

After proposals are opened, the proposals will be evaluated on the basis given in the RFP and as shown in the proposal. Until final award of the contract, the PISD reserves the right to reject any or all proposals, to waive technicalities, or proceed to contract for the services otherwise in the best interests of the PISD.

4.15 Irregular Proposals

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind. However, the PISD reserves the right to waive any irregularities and to make the award in the best interests of the PISD.

4.16 Rejection of Proposals

The PISD reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected, among other reasons, for any of the following specific reasons:

4.16.1 Proposals received after the time set for receiving proposals as reflected on the cover page.

4.16.2 Proposals containing any irregularities.

4.16.3 Unbalanced value of any items.

4.16.4 Improper or insufficient Proposal Guaranty Bond.

4.16.5 Proposer, any subcontractor or supplier, or the surety on any bond given, or to be given, is in litigation with the PISD, or where such litigation is contemplated or imminent, in the sole opinion of the PISD.

4.17 Disqualification of Proposers

Proposers may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

- 4.17.1 Reason for believing collusion exists among the proposers.
- 4.17.2 Reasonable grounds for believing that any proposer submitting a proposal as a prime proposer is interested in more than one proposal for the services contemplated.
- 4.17.3 Where the proposer, any subcontractor or supplier, or the surety on any bond given, or to be given, is in litigation with the PISD, or where such litigation is contemplated or imminent, in the sole opinion of the PISD.
- 4.17.4 The proposer being in arrears on any existing contract or having defaulted on a previous contract.
- 4.17.5 Lack of competency as revealed by pertinent factors, including, but not necessarily limited to, experience, computer hardware and software, equipment, and questionnaires.
- 4.17.6 Insufficient resources, which in the judgment of the PISD will prevent or hinder the prompt providing of additional services, if awarded.

4.18 Confidential or Proprietary Markings

Responses to this Request for Proposal become the exclusive property of the PISD. Proposals will be opened by the PISD so as to avoid disclosure of contents to competing proposers and kept secret during the process of negotiation. After contract award, all proposals submitted become a matter of public record and, upon request, shall be open for public inspection, with the exception of those portions of each proposal which are defined by the proposer as business or trade secrets and are clearly marked as "Trade Secret," "Confidential" or "Proprietary." Trade secrets and confidential information contained in the proposals and clearly marked and identified as such shall not be open for public inspection at any time.

It is the responsibility of the proposer to clearly mark and identify all portions of the proposal that, in the proposer's opinion, contain trade secrets, confidential information, or other proprietary information. The PISD recommends the use of the legend "RFP – Confidential," "RFP – Proprietary," or words to that effect on each and every section of the proposal for which proposer claims confidential, trade secret, or proprietary status. Prefacing the entire proposal with a single confidential or proprietary statement is discouraged and may not constitute sufficient designation of trade secrets and confidential information.

The PISD shall not in any way be liable or responsible for the disclosure of any such records or proposals or portions thereof, if they are not clearly marked as "Trade Secret," "Confidential" or "Proprietary," or if disclosure is required by the Texas Public Information Act or other applicable law or judicial order. If a third party challenges the trade secrets or confidential nature of certain information, it will be the responsibility of the proposer to defend that challenge.

4.19 Release of Additional Information

All proposers are hereby advised and through submission of a proposal agree and release the PISD to solicit and secure background information based upon the information including references provided in response to this solicitation. Fully

descriptive and complete information should, therefore, be provided to assist in this process and ensure the appropriate impact

The PISD reserves the right to solicit additional information from the proposers, or any one proposer should the PISD deem such information necessary.

5.0 Proposal Contents

The following table describes the required format and content for the proposer's proposal. The instructions for each section of the proposal should be considered the minimum for compliance with the requirements of this solicitation. All sections will be included in the order shown below. Failure to adhere to this outline shall eliminate the proposal from further consideration.

Contents of Proposal:

Proposal Section (Each section to be marked by a tabbed divider)	Section Contents
1. Transmittal Letter	The transmittal letter will be signed by an individual authorized to contractually bind the proposer responding to this Request for Proposal and include an official offer to undertake the project at the price quoted in your proposal. The letter will state without qualification that the proposal represents the services offered.
2. Attachment A	Checklist
3. Attachment B	Copies of All Licenses and Certification
4. Attachment C	Copies of Policy Declarations Page or Certificate of Insurance Evidencing: 1. Professional Liability or Equivalent 2. Employee Dishonesty
5. Attachment D	Coverage Specifications – Commercial Property Insurance
6. Attachment E	Coverage Specifications – Boiler and Machinery Insurance
7. Attachment F	Deviations to Commercial Property Insurance Specifications
8. Attachment G	Deviations to Boiler and Machinery Insurance Specifications
9. Attachment H	Transition Plan
10. Attachment I	Cost Schedule
11. Attachment J	Request for Information (Agent or Insurer Representative)
12. Attachment K	Request for Information (Business References)
13. Attachment L	Financial Statement

Proposal Section (Each section to be marked by a tabbed divider)	Section Contents

6.0 EVALUATION AND SELECTION PROCESS

6.1 The PISD will consider all applicable factors in determining which proposal is in the best interest of the PISD. The PISD reserves the right to reject any, all, or any part of the proposals and to accept any advantage considered beneficial to the PISD. The PISD reserves the right to waive any information or minor technicalities or to accept any proposal deemed advantageous to the PISD.

6.2 The following criteria will be used to evaluate each proposal. A major deficiency in any one area may disqualify a proposal submission. In assessing the relative value and quality of each proposal, an evaluation committee, will assign in a range from zero to the maximum point weighing for each category. The maximum score is 100 points. The evaluation committee reserves the right to adjust the point spread and/or the weighing of points.

Evaluation Criteria	Maximum Points
Exact compliance with minimum benefit specifications	20
Cost of services	35
Financial strength of carrier	20
Service capabilities	25
Total	100

6.3 Award of Contract

Award of Contract, if it be awarded, will be made by the PISD to the proposer whose proposal is determined to be the most advantageous to the PISD, taking into consideration the relative importance of price and other evaluation factors. No award will be made until after investigations are made as to the responsibilities of the proposers.

The PISD reserves the right to solicit additional information from the proposers, or any one proposer should the PISD deem such information necessary

6.4 Terms and Conditions

6.4.1 Price

The proposer shall attach the proposed pricing to the Cost Schedule, Attachment I, and submit with the proposal. The price proposal shall show a cost breakdown for all services. The price proposal shall show a cost breakdown per year and a total contract price for the above for a multi-year contract.

6.4.2 Terms of Payment

Terms of payment to the proposer will be in accordance with the terms of the contract based on invoices submitted to and approved by The PISD. Invoices shall be fully documented in accordance with the contract. In order for payment to take place the proposer must have been issued a purchase order by the Director of Purchasing to be valid. **No payments shall be made on invoices not listing a valid purchase order number.** Payments will be made upon completion of delivery and acceptance unless special arrangements are made for partial payment. Payments will be made upon receipt of an invoice submitted by proposer. Invoices must reflect only the amount due for that portion of the services performed, materials and equipment furnished for the period covered by each invoice. Proposer agrees to waive any/all interest charges on overdue invoices.

6.4.3 Upon payment by the PISD, proposer shall pay each subcontractor the appropriate share of the payment no later than the 10th calendar day after the day on which the proposer receives payment from the PISD.

6.4.4 Tax Exempt Status

The Plano Independent School District is a local governmental Agency and exempt for all city, state, and federal sales and use taxes. **However, it shall be understood this tax-exempt status cannot be utilized by the proposer for its purchase, lease, or rental of a motor vehicle.**

6.4.5 Venue

This Contract shall be enforceable in Collin County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Collin County, Texas.

6.4.6 Performance Time:

Time is of the essence in the performance of services detailed in this RFP. The PISD considers time to be that period elapsing from the date the Notice to Proceed is issued until final acceptance of the last element of work agreed by the parties to be performed as part of the Scope of Services.

6.4.7 Notice of Delays

Whenever the proposer encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the proposer shall immediately give notice thereof in writing to the Purchasing Director – Purchasing Department, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the PISD of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

6.4.8 Force Majeure

Proposer shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations,

court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the PISD of the date of inception of the force majeure condition and the extent to which it will impact performance.

6.4.9 Termination

Termination for Cause. The PISD retains the right to terminate any contract resulting from this RFP at its exclusive option and at no further cost or obligation to itself for reasons of proposer's failure to perform satisfactorily in the following areas:

- Quality of service
- Fulfillment of other contractual commitments or requirements

Such termination action will be enacted only after the proposer has been notified in writing by the PISD of its dissatisfaction and the proposer has been given, in the PISD's opinion, reasonable time to correct the matter of dissatisfaction.

Termination for Convenience of the PISD. In any contract resulting from this RFP, the PISD retains its right to terminate the contract, in whole or in part, for its convenience.

Funding Out: Any contract that the District enters into is a commitment of current revenue only. The District retains the right to terminate the contract at the expiration of each budget period of the contract. The contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract.

6.5 General Performance Requirements

- 6.5.1 Performance shall commence upon execution of the contract by The PISD. Thereafter, all work shall be coordinated, reviewed, and approved by The PISD.
- 6.5.2 The scope of this contract and requirements of the PISD as described in the RFP and proposal shall not be considered as binding on the PISD, and the Scope of Services awarded actually may be less than or greater than projected.
- 6.5.3 Proposer warrants that all services performed under any resulting contract will be of the type and quality specified, and The PISD may reject and/or refuse services, which fall below the quality specified in the RFP and resulting contract.
- 6.5.4 Failure by the proposer to make reasonable progress in accordance with the approved performance schedule shall entitle the PISD to seek services from alternate sources wherever available, with the right to seek reimbursement from the proposer for amounts, if any, paid by the PISD over and above the contract price.
- 6.5.5 All services performed under this contract, as required by the RFP shall be performed in the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type contract.
- 6.5.6 Failure of proposer to fully comply with the terms and provisions of this contract shall constitute grounds for declaring the proposer in default of the contract.

7.0 **INSURANCE REQUIREMENTS**

- 7.1 Prior to approval of a contract by The PISD, Contractor shall furnish a completed certificate of insurance to the Benefits and Risk Management Department, which shall be

completed by an agent authorized to bind the named underwriter(s) and their company to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The PISD shall have no duty to pay or perform under that contract until such certificate shall have been delivered to the Benefits and Risk Management Department, and no officer or employee shall have authority to waive this requirement.

7.2 The PISD reserves the right to review the insurance requirements of this section during the effective period of the contract and to amend insurance coverages and their limits when deemed necessary and prudent by the Benefits and Risk Management Department based upon changes in statutory law, court decisions, or the claims history of the industry, as well as the contractor.

7.3 The contractor's financial responsibility is of interest to the PISD, therefore, subject to contractor's right to maintain reasonable deductibles in such amounts as are approved by the PISD, contractor shall procure, pay for and maintain in full force and effect for the duration of the contract, and any extension hereof, and for 24 months thereafter, at the contractor's sole expense, insurance coverage written by companies authorized or approved to do business in the State of Texas and rated A or better by A.M. Best Company and/or other wise acceptable to the PISD in the following types and amounts:

Workers' Compensation	Statutory Limits
Employer's Liability	\$500,000 per accident \$500,000 per person
General Liability	
Bodily injury & Property damage	\$1,000,000 combined single limits \$2,000,000 aggregate
Automobile Liability	
Bodily injury	\$250,000 per person \$500,000 per accident
Property damage	\$250,000 per accident
Professional Error's & Omissions	\$1,000,000 per occurrence
Umbrella Policy	\$1,000,000 per occurrence \$1,000,000 aggregate

Contract and insurance requirements:

Waiver of Subrogation (WC/GL/AL)
District named as additional insured and certificate holder on AL/GL

7.4 The PISD shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the PISD, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the PISD, the contractor shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

7.5 Contractor agrees that with respect to the above-required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions.

- Name Plano Independent School District and its officers, employees and elected representatives as additional insured (as the interests of each insured may appear), as to all applicable coverage;
- Provide for 30 days notice to the PISD for cancellation, non-renewal, or material change;
- Provide for an endorsement that the “other insurance” clause shall not apply to the Plano Independent School District where the PISD is an additional insured shown on the policy;
- Provide for notice to the PISD at the address shown below by Certified Mail, Return Receipt Requested;
- Contractor agrees to waive subrogation against the PISD, its officers and employees for injuries, including death, property damage or any other loss to the extent same may be covered by the proceeds of insurance;
- Provide that all provisions of this contract concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- Should any of the required insurance be provided under a claims-made form, contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

7.6 Contractor shall notify the PISD in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the PISD at the following address:

Plano Independent School District
 Property Casualty Manager
 6301 Chapel Hill Blvd
 Plano, TX 75093

8.0 INDEMNITY

8.1 Contractor covenants and agrees to fully indemnify, defend and hold harmless the PISD and the members, agents, employees, officers, directors and representatives of the PISD, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon PISD directly arising out of, resulting from or related to contractor's activities under this contract, including any acts or omissions of contractor, any agent, officer, director, representative, employee, consultant or subcontractor of contractor and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this contract. Contractor shall promptly advise the PISD in writing of any claim or demand against the PISD or contractor known to contractor related to or arising out of contractor's activities under this contract and shall see to the investigation of and defense of such claim or demand at contractor's cost. The PISD shall have the right, at its option and at its own expense, to participate in such defense without relieving contractor of any of its obligations under this paragraph.

SPECIFICATIONS

INSURED

Plano Independent School District
2700 W. 15th Street
Plano, Texas 75075

9.0 COVERAGE

All real and personal property owned or non-owned for which the Plano Independent School District is responsible for providing insurance coverage on an All Risk basis, including flood and earthquake. Coverage should include newly acquired locations, valuable papers and records, demolition costs, increased construction costs and contingent liability from operation of building laws and transit loss. Coverage is to be based on a 100% replacement cost basis.

Type of policy: Property

Policy Period: 1/01/05 – 6/30/08

PISD request proposals for the various lines of coverage and the broadest coverage available:

Coverage	Limits	Premium
Blanket building and contents	\$790,934,304	
Blanket Business Income	\$3,000,000	
Flood and Water Damage	\$2,500,000	
Earth Movement and Volcanic Action	\$2,500,000	
Arson Reward	\$25,000	
Accounts Receivables	\$250,000	
Animals – All Animals	\$25,000	
Animals One Animal	\$2,500	
Arson Reward	\$25,000	
Asbestos Removal	\$50,000	
Band Uniforms	\$50,000	
Business under construction/renovation or additions		
to covered buildings	\$1,000,000	
Brands, Labels, Trademarks	\$100,000	
Business Income	Included	
Extended Income	180 Days	
Ordinance Increased Period of Restoration	Included	
Pollution and Contamination Cleanup	\$25,000	
Utility Services (12 hour waiting period)	\$10,000	
Business Income – Leased Property Equipment	\$50,000	
Business Personal Property in newly acquired		
occupied or constructed buildings – 180 days		
reporting	\$500,000	
Business Travel	\$25,000	
Claim Expense	\$25,000	
Collapse	Actual Loss	
Combined Additional Protection	\$250,000	
Contingent Business Income	\$250,000	
Contract Penalties	\$25,000	

Damage by Water, Other Liquid, Powder	
or Moltens	Actual Loss
Debris Removal	\$250,000 or 25%
	greater of
Decontamination Expense	\$250,000
Errors & Omissions	\$100,000
Exhibition, Exposition	\$100,000
Expediting Expense	\$100,000
Extra Expense, any One Occurrence	\$500,000
Fine Arts – One Piece	\$100,000
Fine Arts – Per Occurrence	\$10,000
Fire Department Service Charge	\$25,000
Fire Ext Equipment Recharge	Included
Food Spoilage	\$50,000
Glass Repairs, Building	Included
Impounded Water	\$100,000
Increased Cost on Construction	\$250,000
Ingress/Egress	\$100,000
Installment Sales	\$50,000
Inventory/Appraisal	\$25,000
Lease Hold Interest	\$100,000
Legal Liability – Building	\$25,000
Lock & Key Replacement	\$10,000
Miscellaneous Coverage Annual Aggregate	\$50,000
Newly Acquired/Constructed – 180 Days Reporting	\$10,000,000
Ordinance Law	\$1,000,000
Outdoor Property	\$25,000
Paved Surfaces	\$100,000
Personal Effects/Property of Others	\$50,000
Personal Property in Transit	\$100,000
Personal Property at Other Locations	\$100,000
Pollutant Clean-up & Removal Annual Aggregate	\$50,000
Preparation of Proof of Loss/Professional Fees	\$50,000
Property of Premises	\$100,000
Protection of Property (180 days)	Actual Loss
Radioactive Contamination	\$50,000
Research and Development	\$50,000
Royalties	\$50,000
Service Interruption – Business	\$500,000
Service Interruption – Property	\$1,000,000
Back up of sewer or drain	\$500,000
Soft Costs	\$50,000
Tenant Lease Coverage	
Building Glass	Included
Lease Assessments	\$5,000
Leasehold Improvements	\$50,000
Specified Building Property	Included
Theft Damage – Nonowned Buildings	Included

10.0 Prior 5-Year Property Losses

Date	Location/Type of Loss	Total Loss
4/15/03	Hail Damage	1,200,000

11.0 Date and Term: January 1, 2005 through June 30, 2008, option to extend two additional years. This is subject to appropriation.

12.0 Property Schedule/Values: See Addendum. The value for each building is derived from a Boeckh Commercial Underwriters Valuation System which utilizes the building zip code and type of construction in addition to all pertinent information available.

13.0 Current Property Coverage Highlights.

\$100,000 deductible, \$200,000,000 limit per occurrence

14.0 Additional Specifications.

- 1) Annual premium to be payable in four equal quarterly installments with no interest.
- 2) Premium should be calculated on the basis of a single premium without dividends, discounts, returns or commission/fees. Premium should be net. Premium quoted must be total and final, including all additional costs such as adjusting, appraisal and inspection costs.
- 3) Due to budget constraints, the District requests that the policy and rates be guaranteed for a three-year period, subject to losses claimed under that policy. Premiums may be adjusted annually, but only to the extent that additional sites and values are added.
- 4) Amend the notice of the claim provision in the policy to read: It is hereby understood and agreed that the insured shall give immediate notice to this company of any loss, and that knowledge of a claim by the school district is recognized to be at the moment when the Benefits and Risk Management Department of the District is made aware of the claim.
- 5) Automatic coverage is required on newly acquired locations.
- 6) Errors and omission coverage for locations that through error or unintentional omission are not included in the policies' schedule of locations must be provided.
- 7) Policy should contain a 90-day notice of cancellation provision and 90-day non-renewal notice.
- 8) Proposals shall be firm and effective until coverage is bound on January 1, 2005. Rejection or withdrawal after the offer is accepted shall constitute a breach of contract.

15.0 Loss Control. Fire inspections for all facilities with values over \$1M must be provided. These inspections may be spread over the three-year policy term.

PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE
CHECKLIST OF ITEMS TO BE INCLUDED WITH PROPOSAL
(Complete and include this Attachment with your proposal)

-
- 1. Transmittal Letter
 - 2. Attachment A Checklist
 - 3. Attachment B Copies of all Licenses and Certification
 - 4. Attachment C Copies of Policy Declarations Page or Certificate of Insurance Evidencing
 - 1 Professional Liability or Equivalent
 - 2 Employee Dishonesty
 - 5. Attachment D Coverage Specifications – Commercial Property Insurance
 - 6. Attachment E Coverage Specifications – Boiler and Machinery Insurance
 - 7. Attachment F Deviations to Commercial Property Insurance Specifications
 - 8. Attachment G Deviations to Boiler and Machinery Specifications
 - 9. Attachment H Transition Plan
 - 10. Attachment I Cost Schedule
 - 11. Attachment J Request for Information (Agent or Insurer Representative)
 - 12. Attachment K Request for Information (Business References)
 - 13. Attachment L Financial Statement

*Note: This form must be completed for **each** of the following:*

- Proposer
- Co-proposer, if any

Signature

Date

Attachment B

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE
COPIES OF ALL LICENSES AND CERTIFICATION**

Attachment C

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE**

COPIES OF POLICY DECLARATIONS PAGE OR CERTIFICATE OF INSURANCE EVIDENCING

- 1. Professional Liability or Equivalent**
- 2. Employee Dishonesty**

Attachment D

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE**

COVERAGE SPECIFICATIONS – COMMERCIAL PROPERTY INSURANCE

Attachment E

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE**

COVERAGE SPECIFICATIONS – BOILER AND MACHINERY INSURANCE

Attachment F

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE**

DEVIATIONS TO COMMERCIAL PROPERTY INSURANCE SPECIFICATIONS

Attachment G

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE**

DEVIATIONS TO BOILER AND MACHINERY INSURANCE SPECIFICATIONS

Attachment H

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE
TRANSITION PLAN**

RFP #3586

PLANO INDEPENDENT SCHOOL DISTRICT

PLANO, TEXAS

COST SCHEDULE ATTACHMENT I

CAUTION: A false statement in any offer submitted to Plano Independent School District may be a criminal violation of Section 37.10 of the Texas Penal Code.

NOTE: For Invitation for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder," respectively; and for Request for Proposal the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror," respectively, in this solicitation and any associated exhibits.

THE OFFEROR MUST **SIGN AND DATE EACH PAGE** OF THE SCHEDULE IN THE SPACE (S) PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER

NAME AND TITLE OF OFFEROR'S REPRESENTATIVE:
(print or type)

SIGNATURE & DATE

(Name and Title)

(Signature of Offeror's Representative)

____/____/____
Date

(Offeror's Name)

Occurrence or Claims-made_(circle one)_____

LIMITS/ DEDUCTIBLE	1 ST YEAR PREMIUM	2 ND YEAR GUARANTEE PROPOSAL	3 RD YEAR GUARANTEE PROPOSAL	TOTAL 3-YEAR COST	TOTAL 3 YEAR COST WITH BROKERS' FEE
Total by Year					

***ALTERNATIVE: WE ENCOURAGE YOU TO SUBMIT IN WRITING OTHER ALTERATIONS, SUGGESTIONS OR VARIATIONS, INCLUDING PER OCCURRENCE LIMITS VERSUS BLANKET LIMITS, AGGREGATE LIMITS AND LAYERING OF LIMITS IN ORDER TO REDUCE THE PREMIUM AND MAINTAIN COVERAGE.**

Other Proposals: (Provide attachments, as necessary)

Breakdown services (loss control, safety incentives, etc.) into component parts. **Cost must be included in total**

Service	Est. Hours

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR REQUEST FOR PROPOSAL.

Attachment J

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE**

**REQUEST FOR INFORMATION
AGENT OR INSURER REPRESENTATIVE**

Name of the Agency/Co.: _____

Address: _____

City/State/Zip _____

Telephone: _____

Fax No. _____

E-mail address. _____

Agent/Broker: _____

Assistant: _____

No. of Public Sector Accounts: _____

No. of Total Accounts: _____

Premium Volume Written: _____

Compensation: Fees/Commissions _____

Services to be provided:

**REQUEST FOR INFORMATION - AGENT/BROKER TO BE ASSIGNED TO PLANO
INDEPENDENT SCHOOL DISTRICT**

NAME: _____

TITLE: _____

EXPERIENCE: _____

ORGANIZATION

DATES

POSITION

_____	_____	_____
_____	_____	_____
_____	_____	_____

DESIGNATION/LICENSES

AREAS OF EXPERTISE:

NO. OF CLIENTS CURRENTLY SERVICED: _____

TYPE OF CLIENTS SERVICED: _____

Attachment K

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE**

**REQUEST FOR INFORMATION
BUSINESS REFERENCES**

REQUEST FOR INFORMATION - BUSINESS REFERENCES

- 1. Name of the Organization: _____
Address: _____
Name of the Contact: _____
Title of the Contact: _____
Telephone and Fax No. _____
E-mail _____

- 2. Name of the Organization: _____
Address: _____
Name of the Contact: _____
Title of the Contact: _____
Telephone and Fax No. _____
E-mail _____

- 3. Name of the Organization: _____
Address: _____
Name of the Contact: _____
Title of the Contact: _____
Telephone and Fax No. _____
E-mail _____

- 4. Name of the Organization: _____
Address: _____
Name of the Contact: _____
Title of the Contact: _____
Telephone and Fax No. _____
E-mail _____

- 5. Name of the Organization: _____
Address: _____
Name of the Contact: _____
Title of the Contact: _____
Telephone and Fax No. _____
E-mail _____

Attachment L

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE**

FINANCIAL STATEMENT

**PLANO INDEPENDENT SCHOOL DISTRICT
RFP NO. 3586
FOR COMMERCIAL PROPERTY INSURANCE**

EXHIBITS

- 1. Comprehensive Annual Financial Report for Year Ended August 2003 (must be requested in writing. Please contact Raymond Weaver, Director of Purchasing Services via fax (469-752-0281) or email (rweaver1@pisd.edu))**
- 2. Property Schedule**
- 3. Insurer Loss Run**