

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS  
RFP-1114-PCWI**

**ITEM:** Property and Contents Coverage

**DESCRIPTION:** Insurance Coverage for Property and Contents-Windstorm  
Hurricane, and Hail Insurance

**DEADLINE:** Tuesday, November 18, 2014  
2:00 p.m.

The San Benito Consolidated Independent School District (District) is accepting proposals for all of the above-mentioned item. Effective date of first scheduled coverage date is February 1<sup>st</sup>, 2015.

Interested offerors may obtain specifications and information by accessing our website at: **www.sbcisd.net** You must use the proposal form included therein as your response to this request. If you are unable to access our website or need additional information you may contact Mr. Adrian Garcia, Purchasing Agent, San Benito CISD, 240 North Crockett Street, San Benito, Texas 78586 telephone number (956) 361-6390 or [purchasing@sbicisd.net](mailto:purchasing@sbicisd.net).

Sealed proposals must be forwarded to Emma McCall, Business Manager, 240 North Crockett Street, San Benito, Texas 78586, by the above mentioned due deadline.

The District reserves the right to accept the proposal most advantageous to the District or to reject any or all proposals and to waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of the District.

Emma McCall  
Business Manager  
San Benito CISD

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
GENERAL REQUIREMENTS AND CONDITIONS**

**BID ITEM:** Property and Contents Coverage

**BID NO.:** RFP-1114-PCWI

**A. OPENING SEALED BIDS:**

- (1) All sealed bids shall be received in the office of the Business Department, 240 N. Crockett, San Benito, Texas, 78586, where they will be opened publicly on the date and at the time as advertised (Refer to Invitation to Bid). Bids shall be opened by the administrators of the Purchasing and Business Office; at least two administrators shall be present at the bid opening.
- (2) The closing time for sealed bids is final. Bids received after the closing time will not be opened or considered. (See Invitation to Bid).
- (3) Submitted bids are final and may not be altered. Vendors may, however, submit sealed alternative bids before the closing time to substitute prices on their formal bid, in which case only the substitute prices on their formal bid will be considered.
- (4) No bid can be withdrawn after opening without approval of the administrator of the Business Department based upon a written acceptable reason.

**B. BID QUOTATION FORM:**

- 1) Bids should be submitted in a sealed envelope. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title, number and the time and date to be opened.
- (2) Bids must show the full name and address of the bidder if different than name and address shown on the bid request. Failure to manually sign bid will disqualify it. Person signing bid should show title of authority to bind their firm to a contract.
- (3) Bid cannot be altered or amended after opening time. Any alternations made before opening time must be signed by the bidder or his agent. Withdrawal of a bid, or failure to honor a bid, may result in the deletion of the company from future bid requests.
- (4) Prices should be F.O.B. Destination, inside delivery. If otherwise, they must show the exact or estimated cost to deliver.
- (5) **Delivery:** Bid must show the number of days required to deliver the articles to the specified location under normal conditions after receipt of an order. Failure to state the delivery time obligates the bidder to make delivery in 14 calendar days. Tailgate delivery to school locations are not acceptable. Delivery shall be made during normal working hours unless prior approval has been obtained from the District.
- (6) **Installation:** The successful bidder shall provide the following services and requirements at no additional cost above the initial bid price on machinery or furniture: provide transportation of the items to the building, locating the items in the proper location within the building, uncrating, completing assembly and adjustment by a trained installation mechanic and removing all debris. Machinery is to be complete and made ready for electrical and/or fluid service connection by the School District. After connection, the machine is ready, started, checked and malfunction for the equipment is corrected. All materials, equipment and labor to place machinery in top operating condition or to fully assemble furniture must be provided.
- (7) Unit price on quantity specified must be bid, extended and total shown. In case of errors in extension, unit price shall govern.
- (8) Bid prices must be firm for acceptance 60 days from bid opening date.
- (9) The District is exempt from Federal Excise Tax, State Tax and Local Tax. Tax is not included in bid. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificated will be furnished upon request.

**C. ITEMS BID INSTRUCTION:**

- (1) Any catalog, brand name or manufacturer's reference or specifications used in the bid request is descriptive not restrictive. It is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bids must show manufacturer, brand, model, etc. of article offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to specifications of reference data, he will be required to furnish brand names, models, etc. as specified.
- (2) Samples, when requested, must be furnished at no cost to the District. If not destroyed in examination, they will be returned to the bidder upon request at his expense. Each sample, when requested, should be marked with bidders name and item number on the bid. Bid must not be enclosed in or attached to sample.
- (3) All items bid must be new, in excellent condition, including containers suitable for shipment and storage, unless, otherwise indicated on the bid.

**D. BID PROPOSALS/APPROVAL:**

- (1) All accepted bids will be tabulated and awarded as provided under Approval/Awarding of Bids; all contracts will be awarded in accordance with Texas Education Code 44.031 (b).
- (2) All contracts of personal property in excess of \$50,000.00 shall require Board approval.
- (3) After the bids have been opened and tabulated they will be available for those interested to copy or study; they shall not, however, be removed from the Purchasing Department.
- (4) If no acceptable bids are received, the proposed acquisition will be re-advertised seeking an acceptable bid.
- (5) The District reserves the right to accept or reject all or any bid, waive minor technicalities and award the bid to best serve the interest of the District.
- (6) The District reserves the right to purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions as bid.
- (7) All items quoted must conform to appropriate Local, State and Federal ordinances, statutes and regulations governing the sale and utilization of the items.
- (8) Bidder/successful vendor shall be authorized to do business in the State of Texas. The District shall have the right to proof or supporting documents to prove this.

**E. ON ALL BUILDING OR CONSTRUCTION CONTRACTS:**

The district shall require the contractor to certify in writing that he provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. And the district shall require from the general contractor a certificate of workers compensation coverage of his subcontractors, if any, relating to coverage of his subcontractor's employees

**F. VENUE:**

Both parties agree that venue for any litigation arising from this contract shall be in Cameron County, Texas.

**G. GRATUITIES:**

The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

**SPECIFIC INSTRUCTIONS IN THE SPECIFICATION SECTION OF THIS BID INVITATION/REQUEST FOR PROPOSAL WILL TAKE PRECEDENCE OVER THESE  
GENERAL REQUIREMENTS AND CONDITIONS**

Revised 05/01/2014

# SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

## RFP-1114-PCWI PROPERTY COVERAGE WINDSTORM, HURRICANE, AND HAIL INSURANCE

### GENERAL CONDITIONS AND REQUIREMENTS-PART II

#### **I. General Conditions and Requirements**

- A. This San Benito Consolidated Independent School District (hereafter referred to as the District) is requesting proposals for windstorm, hurricane, and hail insurance for property and contents.
- B. Proposers may quote several plan options as long as each option is fully explained. All relationships between your company and any company offering coverage must be revealed, as well as any commission payments or fees that will be paid to the Proposer as a result of this bid award.
- C. Proposers are expected to examine the complete RFP document. Failure to do so will be at proposer's risk. Written questions about this RFP and requests for additional information shall be requested no later than November 11, 2014 (4:30 p.m.) to the Purchasing Department, Attn: Adrian Garcia, 240 North Crockett Street, San Benito, Texas, 78586 or you may email your questions to [purchasing@sbcisd.net](mailto:purchasing@sbcisd.net). The district will not respond to verbal inquiries.
- D. Proposers must submit **ONE ORIGINAL AND TWO COPIES** (Three complete sets) of the proposal.
- E. Proposals will be received as indicated in the front page of the Request for Proposals.
- F. **Proposals must be plainly marked on the outside of the envelope: "SEALED PROPOSAL FOR PROPERTY/CASUALTY COVERAGE WINDSTORM INSURANCE".**
- G. The district reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of the District. The district may negotiate with proposers as deemed advisable or necessary.
- H. All proposals must be submitted on the Proposal Forms attached hereto, in accordance with all specified conditions. Coverage shall be for one year beginning February 1<sup>st</sup>, 2014 and the rates quoted shall be guaranteed for that period or the year may begin earlier or end earlier if mutually agreed. Multiple year proposals may be offered as an additional option and must be fully explained.
- I. Any plan of coverage that offers increased protection from the requirements in the Specifications will be welcomed, but must be submitted separately as an alternate proposal.
- J. Any restrictions, deviations or other modifications which alter or reduce coverage as specified in this RFP must be shown separately and explained in writing. Failure to attach an explanation of deviations to this proposal will indicate your acceptance of the specifications as written.
- K. Proposers are required to submit specimen coverage documents, agreements, and/or contracts. The district will be required to sign in order to purchase the coverage quoted.

- L. Please indicate the method for payment and any optional methods that may be available.
- M. **It is the intent of the District to award the proposal to one carrier who can provide all lines of coverage as a package. Preference will be given to packaged proposals, however, final Purchasing decisions will be made based on the options that are most advantageous to the District. In addition to package pricing, please indicate if monoline pricing is available.**
- N. The successful proposer will agree to accept the final adjusted values at the coverage anniversary date.
- O. Due care and diligence have been used in the preparation of these specifications and the Information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the proposer. The district and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the proposer to determine the full extent of the exposures.
- P. Quotations shall be based on the underwriting information furnished by the District. Loss data is believed to be correct but is not warranted. If inspections are required, please coordinate them through the Purchasing Department calling 956-361-6390.

## **II. Minimum Qualifications**

- A. Proposers responding to this RFP must be licensed and/or authorized to do business in Texas and have at least 5 years experience writing property/casualty coverage in Texas. Proposer qualifications must be included as an exhibit to your proposal.
- B. Proposers must attach a brief biography describing the experience of the person assigned to handle this account.

## **III. Method of Award**

### **A. General**

The proposals will be evaluated by specific criteria. The SBCISD shall use the following selection criteria to select the offeror that offers the best value to SBCISD. The scores assigned to each selection criteria is indicated in the selection criteria and scores chart attached herein.

Each criteria is assigned a score of 1 to up to the maximum points as indicated in the assigned points column. The scores of each criteria will then be totaled for each proposal; and the proposal receiving the highest score will be considered to be the proposal which offers the best value for the SBCISD.

After determining the offeror that offers the best value to the SBCISD, the SBCISD and its designated administrators may discuss with the selected offeror options for cost reduction. If the SBCISD is unable to reach a contract agreement with the selected offeror, the SBCISD shall terminate further discussions and proceed to the next offeror in the order of the selection rankings until a contract agreement is reached or all proposals are rejected.

## **B. Procedures/Steps**

It is the intent of SBCISD to follow these procedures/steps to award contract:

- A. All proposals received will be open and read aloud.
- B. Evaluation Committee will evaluate proposals, summarize, and rank the proposals as to the best value proposal to the SBCISD.
- C. Superintendent's approves the ranking of the proposals and directs next step.
- D. At the Superintendent's discretion, negotiation/discussion of changes in the nature of proposal, and in prices begin.
- E. After negotiations/discussions are complete, the Superintendent prepares the recommendation to the Board of Trustees for contract approval
- F. Board of Trustees act on Superintendent's recommendation
- G. Contract is awarded

## **C. Selection Criteria**

### **Assigned Points**

- |  |    |
|--|----|
| 1. Purchase Price  | 60 |
| 2. The reputation of the vendor and of the vendor's goods and services, including company history, prior experience, status of license, and authorized to do business in the State of Texas, reporting, and current list of clients. | 10 |
| 3. The quality of the vendor's goods or services, quality and accessibility of service, and responsiveness.  | 10 |
| 4. The extent to which the goods or services meet the District's needs   | 10 |
| 5. The vendor's past relationship with the District  | 3  |
| 6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses.  | 1  |
| 7. The total long-term cost to the District to acquire the goods or services   | 6  |

# **SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

## **RFP-1114-PCWI PROPERTY COVERAGE WINDSTORM, HURRICANE, AND HAIL INSURANCE**

### **COVERAGE SPECIFICATIONS**

#### **I. Property and Contents**

1. **Property covered** See attached Exhibit I.
2. Blanket coverage on buildings, contents and auxiliary structures at all locations including on-site improvements such as fences, light poles, and bleachers.
3. **Basis of Recovery** Full Replacement Cost
4. **Deductibles** \$75,000.00 per occurrence

#### **II.** See attached schedules of loss runs and of claims over the last three years. See attached Exhibit II.

#### **III.** The premium for the 2006-2007 year was \$611,829.00 The premium for the 2007-2008 year was \$577,500.00 The premium for the 2008-2009-2010 year was \$504,232.08 (an 18 month premium) The premium for the 2010-2011 year was \$321,931.04 The premium for the 2011-2012 year was \$265,789.49 The premium for the 2012-2013 year was \$322,965.44 The premium for the 2012-2013 year was \$362,306.69 (from February 1, 2013 to February 1, 2014)

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**RFP-1114-PCWI  
PROPERTY COVERAGE  
WINDSTORM, HURRICANE, AND HAIL INSURANCE**

**Proposal Response Form**

**I. General Information**

Name of your company: \_\_\_\_\_

Address: \_\_\_\_\_

Primary business: \_\_\_\_\_

Type of company:  
(corp., partnership, etc.): \_\_\_\_\_

Year started in business: \_\_\_\_\_

Proposers must include in the proposal a notice as to whether the person submitting the bid or an owner or operator of the business entity has been convicted of a felony and the description of the conduct resulting in the conviction. The contract may be terminated if it is determined that the person or business entity failed to give notice or misrepresented the conduct resulting in the conviction.

The proposer, in compliance with the invitation for proposal on property/casualty coverage, having examined the specifications and being familiar with all conditions in the specifications, hereby proposes to provide the coverages in accordance with the proposal documents on the attached response sheets.

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

Having reviewed the specifications, we have complied with all requirements and conditions except as noted on proposal response forms in the section labeled "Deviations."

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

Name of Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Proposers Company: \_\_\_\_\_

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

\_\_\_\_\_ Fax No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**II. Property and Contents Coverage-Windstorm, Hurricane, and Hail Insurance****A. Property and Contents Coverage (see Exhibit I)**

Limit \$319,654,263

Deductible \$75,000.00

**Total Cost \$** \_\_\_\_\_**B. Total Scheduled Property Floaters**

Limit \$23,766,953.91 (see attached list)

Deductible \$75,000.00

**Total Cost \$** \_\_\_\_\_**E. Please answer these questions:**

1. Is this proposal providing windstorm, hurricane &amp; hail. \_\_\_\_\_ Yes \_\_\_\_\_ No

2. Is there a co-insurance clause applicable to property coverage? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Is the basis of recovery replacement cost new, both on building and contents? \_\_\_\_\_ Yes \_\_\_\_\_ No

4. Has a specimen been submitted? \_\_\_\_\_ Yes \_\_\_\_\_ No

5. Is newly acquired or constructed property covered? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Limit: \_\_\_\_\_6. Does the policy include demolition cost? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Limit: \_\_\_\_\_7. Does proposal include a debris removal clause? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Limit: \_\_\_\_\_8. Increased cost of Construction due to the operation of building ordinances? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Limit: \_\_\_\_\_



**III. Please answer the following questions (Insurance Agency Questionnaire)**

A. Who will have primary responsibility for the District's account? \_\_\_\_\_

1. Number of years in the insurance business: \_\_\_\_\_
2. Insurance background: \_\_\_\_\_
3. Educational background: \_\_\_\_\_
4. Number of other public entities serviced: \_\_\_\_\_

B. Who will be the back up person for the District's account? \_\_\_\_\_

1. Number of years in the insurance business: \_\_\_\_\_
2. Insurance background: \_\_\_\_\_
3. Educational background: \_\_\_\_\_
4. Number of other public entities serviced: \_\_\_\_\_

C. How many Texas school districts does your agency (this office, if a national broker) provide coverage on behalf of: \_\_\_\_\_

D. How many school districts do you provide windstorm coverage:

\_\_\_\_\_

E. What is your (this office, if a national broker) estimated premium volume with Texas school districts:

\_\_\_\_\_

Other public entities: \_\_\_\_\_

F. What is your estimated premium volume for windstorm insurance with the Texas School Districts:

\_\_\_\_\_

G. Has your agency been licensed to conduct fire/casualty insurance in Texas for the past five years?

\_\_\_\_\_ Yes \_\_\_\_\_ No

H. Has your agency produced a minimum annual gross fire and casualty premiums income of at least \$1,000,000 average for each of the past three years? \_\_\_\_\_ Yes \_\_\_\_\_ No

I. The District will expect an annual summary of premium and losses by coverage.

J. Please attach a copy of the following documents:

1. A copy of the current license.
2. A certificate for agent's errors and omissions coverage insured for at least \$2,000,000 aggregate limit.

K. Please list services that you provide to assist with the placement of TWIA coverage

L. Are you a historically underutilized business (HUB)? \_\_\_\_\_ Yes \_\_\_\_\_ No

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**RFP-1114-PCWI  
PROPERTY COVERAGE  
WINDSTORM, HURRICANE, AND HAIL INSURANCE**

**(Must attach to proposal form)**

**FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

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

VENDOR'S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED):  
\_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_

B. My firm is neither owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_

Detail of Conviction(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**RFP-1114-PCWI  
PROPERTY COVERAGE  
WINDSTORM, HURRICANE, AND HAIL INSURANCE**

# **EXHIBIT I**

## **COVERED PROPERTY Attachment to Section II, A of the Proposal Form and Attachment to Coverage Specifications Section I, 1.**

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**RFP-1114-PCWI  
PROPERTY COVERAGE  
WINDSTORM, HURRICANE, AND HAIL INSURANCE**

**Attachment to Section II, B  
Total Scheduled Property Floaters  
of the Proposal Response Form**

**RFP-1114-PCWI  
PROPERTY COVERAGE  
WINDSTORM, HURRICANE, AND HAIL INSURANCE**

## **EXHIBIT II**

# **Attachments to the Coverage Specification Section II, Loss Runs and Claims for the last three years.**

- a. Loss Runs 2008-2009 / 2009-2010**
- b. Loss Runs 2011-2012 & 2012-2013**

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**RFP-1114-PCWI  
PROPERTY COVERAGE  
WINDSTORM, HURRICANE, AND HAIL INSURANCE**

# **EXHIBIT III**

## **Declarations Pages of Current Policy and Submitted Proposal**