Request for Proposal

LAREDO INDEPENDENT SCHOOL DISTRICT invites you to submit proposal for:

Student Accident & Catastrophic Insurance

REFERENCE NUMBER: RFP #017-10

MUST BE DELIVERED BY: Date: March 2, 2010 @ 2:30 p.m. CST
(Note: Timely physical delivery is at the risk of the respondent.)

MUST BE DELIVERED OR HAND CARRIED TO:
LAREDO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT DEPARTMENT
1702 HOUSTON STREET, RM. 101
LAREDO, TEXAS 78040

ESTIMATED CONTRACT PERIOD: Please see page 21 of this RFP for Minimum and Preferred Contract Period.

PRE-PROPOSAL CONFERENCE: N/A

DISTRICT BUYER IN CHARGE OF PROPOSAL: All questions regarding this proposal should be in writing to mbenavides@laredoisd.org

PROCUREMENT DIRECTOR: Gustavo Alcantar

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REQUEST FOR PROPOSALS

The Board of Trustees for the Laredo Independent School District will accept sealed proposals on Request for Proposal No. 017-10 Student Accident & Catastrophic Insurance as per attached specifications. Please address proposal to Laredo Independent School District Procurement Department to 1702 Houston Street, Room #101, Laredo, Texas 78040. Mark envelope on the outside: RFP NO. 017-10 Student Accident & Catastrophic Insurance. Proposals will be received until 2:30 p.m., March 2, 2010 at the Procurement Department, Room #101. All proposals will be stamped, with time and date received, at the time of delivery to the Procurement Department. Proposals will be considered late and March 2, 2010 at the Administration Building Conference Room # 101, 1702 Houston Street. Proposals will not be accepted and tabulated unless the vendor identification portion of the proposal form is completely filled in and is manually signed by authorized representative of the company. Proposals will be awarded at the next regular board meeting approximate date, April 15, 2010. The Board of Trustees, Laredo Independent School District, reserves the right to accept or reject any or all proposals and to waive any formalities and/or irregularities.

Timeline:

a) 1\textsuperscript{st} Advertisement:...........................................February 9, 2010
b) Distribute Bid Specifications: February 10, 2010
c) 2\textsuperscript{nd} Advertisement:...........................................February 14, 2010
d) Deadline to Submit bid: March 2, 2010 at 2:30 P.M.
e) Opening/Reading: March 2, 2010 at 3:00 P.M.
f) Evaluation of Bid Response: March 8, 2010 to March 11, 2010
g) Recommendation /Award of Bid: April 15, 2010
Scope of Work/Specification Form

If this form is not entirely completed, proposer may be disqualified.

Note: Vendor will be evaluated on criteria specified under General Condition number 8 in accordance with TEC §44.031(b). Please complete the questions below and the specifications included herewith. If a question is not applicable, please indicate “N/A.”

DELIVERY INFORMATION
Item(s) will be begin delivered within ________ days after the purchase order/contract is received.

COMPANY INFORMATION
Company has been in business ________ years Doing business in Laredo and/or Texas ______ years
Number of Employees: ________ Company Employer Identification Number (EIN): ________________

Historically Underutilized Business, if applicable (type): ________________

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (If applicable)
Addendum No.: ___________ Date: _________ Addendum No.: ___________ Date: ___________

I, as an authorized agent for the organization named below, certify that the information provided in the Scope of Work/Specifications has been reviewed by me and the information furnished is true and correct to the best of my knowledge. I acknowledge that I will abide by the General Conditions as specified within this invitation to bid and understand that these conditions become a part of any and all contracts that may be issued along with the Notice of Award.

____________________________________________________  _________________________________________
Signature of Authorized Representative      Date

____________________________________________________   _________________________________________
Print Name and Title       Organization Name
**LAREDO INDEPENDENT SCHOOL DISTRICT**

C/O Mr. Gustavo Alcantar, Director of Procurement
1702 Houston Street, Laredo, Texas 78040

**Submittal Checklist**

Proposers are encouraged to complete and return this checklist and the required documents as a part of their response submittal. Failure to return any of the required documents may subject your proposal to disqualification. Indicate your responses under column “Proposer Use Only.”

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Proposer Use Only</th>
<th>Laredo ISD Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are one (1) original and four (4) copies of the proposal submitted?</td>
<td>Yes, No, n/a</td>
<td>Yes, No, n/a</td>
</tr>
<tr>
<td>Are all items listed on page 22 Tab (1) included in your proposal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have all envelopes, packages and other relevant information been properly referenced and labeled with the Reference Number?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you included relevant information which will enable the District to evaluate this proposal using the criteria as noted in General Conditions #??</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is proposal submitted with the date and time specified?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all proposals submitted in accordance with “All or Some”/ “All or None” criteria as specified in the General Condition #4?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tab 1: Are all requested documents included?

a. Did you submit response forms or requested information on Forms A & B?         
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

b. Did you provide a brief biography?                                           
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

c. Did you provide proof of being licensed by the State of Texas?                
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

d. Have you included documentation of financial stability (A.M. Best rating or equivalent, financial statements, etc.)?  
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

e. Did you provide documentation proof, via certificates of insurance?           
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

Tab 2: Did you complete and submit a complete specimen copy of a contract?        

a. Did you complete and submit a complete specimen copy of a contract?           
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

b. Did you include a cancellation notice clause?                                  
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

c. Did you include a method of acceptable payment option?                        
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

d. Did you provide insurance coverage binder?                                     
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

Tab 3: Is the Felony Conviction Notification completed and submitted?              

Is the Felony Conviction Notification completed and submitted?                  
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

Is the Conflict of Interest Questionnaire completed and submitted?              
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

Is the W-9 Form completed and submitted?                                        
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

Are the Vendor Certification Forms completed and submitted?                      
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

Is the Certification of Criminal History Record Information completed and submitted?  
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

Is the Scope of Work/Specifications Forms completed and submitted?              
   Proposer Use Only: Yes, No, n/a
   Laredo ISD Use Only: Yes, No, n/a

**Item 7 applicable only if awarded the contract and must be provided prior to work beginning.**

If awarded the contract, will the Certificate of Insurance reflect Laredo ISD as an additional insured and the proper limits secured for all categories and can you provide copy of same?

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**For Laredo ISD Procurement Department Use Only**

<table>
<thead>
<tr>
<th>Reference No: RFP #017-10</th>
<th>Vendor: ____________________________</th>
</tr>
</thead>
</table>

The purpose of this preliminary evaluation is to determine whether this proposal will proceed to the next step for consideration. Buyer must review and evaluate all submitted documents and complete the column “For Laredo ISD Use Only” on the table shown above. If answers to all required items are answered “Yes”, then proceed for consideration. If anyone required item is answered “No”, then Decline for Consideration and state the reason for decline.

[___] YES. Proceed for consideration. Buyer Initials: ____________ Date: ____________

[___] NO. Decline for consideration. Buyer Initials: ____________ Date: ____________

Reason(s) for decline: [___] Missed timeline (Date and time received: ____________)

[___] Missing documentation as listed: ____________

[___] Other *: ____________ Date: ____________

* Procurement Director Initials: ____________ Date: ____________

(* Director review and initials required when declined for other reasons.)

Date Notice of Non Award mailed to Proposer: ____________ Buyer’s Initials: ____________
Texas Education Agency Code, 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 information furnished is true to the best of my knowledge.

Vendor’s Name: ______________________________________________________________

Authorized Representative of Company (please print): ____________________________________________

Please check off one box and sign the form in the appropriate space(s):

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

   Signature of Company Official: _____________________________         _____________
   Date

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

   Signature of Company Official: _____________________________         _____________
   Date

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

   Name of Felon(s): ___________________________________________________________________
   Details of Conviction(s):
   ________________________________________________________________________________
   ________________________________________________________________________________

   Signature of Company Official: _____________________________         _____________
   Date
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offence if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1] Name of person & business doing business with local governmental entity.

2) □ Check this box if you are filing an update to a previously filed questionnaire.
   (The law requires that you file an updated questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

   Name of Officer

   This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, for the filer of the questionnaire?
      □ Yes □ No

   B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?
      □ Yes □ No

   C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
      □ Yes □ No

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

4) Signature of person doing business with the government entity ______________________ Date ______________________

Adopted 06/29/2007
Form W-9
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

<table>
<thead>
<tr>
<th>Part I</th>
<th>Taxpayer Identification Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name (as shown on your income tax return)</td>
</tr>
<tr>
<td></td>
<td>Business name, if different from above.</td>
</tr>
<tr>
<td></td>
<td>Print of type of entity on page 2</td>
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<tr>
<td></td>
<td>Check appropriate box:</td>
</tr>
<tr>
<td></td>
<td>Individual</td>
</tr>
<tr>
<td></td>
<td>Address (number, street, and apt. or suite no.)</td>
</tr>
<tr>
<td></td>
<td>Requester’s name and address (optional)</td>
</tr>
<tr>
<td></td>
<td>City, state and ZIP code</td>
</tr>
<tr>
<td></td>
<td>List account number(s) here (optional)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Part II</th>
<th>Certification</th>
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<tbody>
<tr>
<td></td>
<td>Under penalties of perjury, I certify that:</td>
</tr>
<tr>
<td></td>
<td>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</td>
</tr>
<tr>
<td></td>
<td>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</td>
</tr>
<tr>
<td></td>
<td>3. I am a U.S. person (including a U.S. resident alien).</td>
</tr>
<tr>
<td></td>
<td>Certification Instructions.-You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)</td>
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<tr>
<th>Sign Here</th>
<th>Signature of U.S. person</th>
<th>Date</th>
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For further instructions on completing this form please visit the Internal Revenue Service Website at:

LAREDO INDEPENDENT SCHOOL DISTRICT

Vendor Certification Forms

CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.

CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying”, in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
## CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

## CERTIFICATION OF COMPLIANCE WITH THE DAVIS-BACON WAGE DETERMINATION ISSUED BY THE U.S. DEPARTMENT OF LABOR

I, the vendor, am in compliance with all applicable requirements issued by the U.S. Department of Labor. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. See U.S. Department of Labor site for prevailing wages for Webb County at [http://www.gpo.gov/davisbacon/tx.html](http://www.gpo.gov/davisbacon/tx.html)

## CERTIFICATION OF COMPLIANCE WITH THE BUY AMERICA PROVISIONS

I, the vendor, am in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Provision must still follow the applicable procurement rules calling for free and open competition.

The Proposer agrees to comply with all laws, rules, regulations and ordinances of the Federal Government, the State of Texas, the County of Webb, and the City of Laredo. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as noted above.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Address, City, State, and Zip Code</th>
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<tr>
<th>Phone</th>
<th>Fax</th>
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<tr>
<th>Printed Name</th>
<th>Title of Authorized Representative</th>
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<tr>
<th>E-Mail Address</th>
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<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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Laredo Independent School District
Certification of Criminal History Record Information

SB 9, passed during the 80th Legislative Session, requires that all Texas public school districts receive certification from any entity with which it contracts to provide services that it has obtained a criminal history background check on all employees hired before January 1, 2008 who (1) have continuing duties related to contracted services; and (2) have direct contact with students.

The required criminal history record information can be obtained from either of the following:

- A law enforcement or criminal justice agency
- A private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.)

Although state law provides guidance as to which employees must have a criminal background check, there is no specific definition or description as to what equals an employee who (1) has continuing duties related to contracted services; and (2) has direct contact with students. The law states that the Commissioner of Education may adopt rules necessary to implement this requirement; however, at this time none have been adopted. Therefore, all entities and individuals who contract with the District to perform services, must complete the attached LISD Form Certification of Criminal History Record Information, that includes an information sheet related to the services to be performed and the duties related to those services that employees will be performing and the type of contact that those employees might have with students.

- Employees who are hired by an entity that contracts with a school district after January 1, 2008 must submit to national criminal history record information review which may include fingerprints and photographs before serving in the capacity described. At any time, a school district administrator, including a campus principal or designee, may request copies of the actual criminal background check or national criminal history record information review which may include fingerprints and photographs from the entity or individual who has contracted with the school district or may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to an individual described above.

The school district may not allow any employee of the entity or an individual to serve at the district if information is obtained through this review that the employee has been convicted of one of the following:

1. A Title 5 felony offense
2. An offense requiring the individual to register as a sex offender
3. An offense under the laws of another state or federal law that is equivalent to a Title 5 felony offense

Required Document
(pg. 1 of 2)
Please complete this form and attach it to your proposal packet response

**Vendor:** ____________________________________________
Name: ____________________________________________
Address / City / State / Zip Code: ____________________________________________

**RFP / CSP / RFCO / Bid Number:** ____________________________________________

**Answer Y for Yes or N for No:**

<table>
<thead>
<tr>
<th>SECTION 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Will employees, including yourself, have continuing duties related to the proposal named above?</td>
</tr>
</tbody>
</table>

Until it receives further guidance, the District considers "continuing duties" to mean repetitive work duties rather than a one time appearance or engagement.

| □ Will those employees, including yourself, have direct contact with students? |

Until it receives further guidance, the District considers "direct contact" to mean services that may be performed independently from school district staff involvement. Direct contact can include chance contact such as performing routine inspections or maintenance; contact with groups of students during organized activities; or more obvious examples such as tutoring or therapy.

If either question is answered "no", vendor should complete section 2 of this form. If answer to both questions is "yes", vendor should complete section 3 of this form.

---

**SECTION 2**

I agree and understand employees of the company or individuals, including myself, who have not received the required criminal background check because the above description does not apply to them/myself will be considered visitors when on school campus and must follow school district and campus policies related to visitors on school campuses.

_______________________________  _________________________________
Signature of Vendor       Date

_______________________________
Print Name

---

**SECTION 3**

I, ____________________________________________, certify that all employees, including myself, of the company that I own, operate, or manage, or myself as an independent contractor who have continuing duties related to the service to be performed on a Laredo Independent School District Campus and who also have direct contact with students have undergone the required criminal history background check or national criminal history record information review which may include fingerprints and photographs and that no prohibited contact as described herein was revealed.

_______________________________  _________________________________
Signature of Vendor       Date

_______________________________
Print Name
H. General Conditions

1. SUBMISSION, MODIFICATION, AND WITHDRAWAL OF RFP
   a. Submission - All proposals, whether delivered by hand or mail, are due in sealed envelopes endorsed with RFP 017-10 Student Accident and Catastrophic Insurance no later than March 2, 2010 at 2:30 p.m. central time at the District’s Procurement Department located at 1702 Houston Street, Room 101, Laredo, Texas 78040. Responses sent by overnight mail shall have proposal number and name written on the delivery ticket. Proposal must be signed by an authorized agent of the vendor that has authority to bind the vendor contractually. Please submit one (1) original and four (4) copies of all required documents as listed on the Submittal Checklist, including the Proposal Response Form and Scope of Work/Specification Form. For catalog proposals provide one (1) catalog with your submission and if awarded, be prepared to supply additional catalogs upon request. Proposals may not be faxed or e-mailed.
   b. Modification - No response may be changed, amended, or modified, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. These modifications must be made by written or electronic notice in accordance with original submission terms.
   c. Withdrawal/Resubmission - A proposal may be withdrawn and resubmitted by written notice received by the District’s Procurement Department prior to the exact hour and date specified on the proposal. A proposal may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for the receipt of proposals. Resubmissions may be done in accordance with the original submission terms in paragraph A above.

2. LATE PROPOSAL
   All bids delivered will be stamped with the date and time as proof they were received. The date and time in the Laredo ISD Procurement Department shall be the official time of receipt. If a proposal is received after the stated date and time, it will be considered late and will not be opened. These proposals will be considered late and returned unopened. If a return address is not provided on the envelope, a late bid will be opened for identification purposes only and returned to the address provided within.

3. AWARD DATE
   It is anticipated that a recommendation for this bid will be submitted at the next regularly scheduled Board of Trustees meeting taking into consideration internal timelines for submission.

4. ALL OR SOME PROPOSALS
   Proposers are requested to bid on all of the items in the Proposal Form or Scope of Work/Specifications Form.

5. OPENING OF PROPOSAL
   Proposals will be publicly opened at the Procurement Department immediately after date and time proposals are due. The District will read proposer’s names and key pricing numbers.

6. APPLICABILITY
   These conditions are applicable and form a part of the contract document and are part of the terms and conditions of each purchase order (standard purchase terms and conditions) issued as a result of this proposal. The selected proposer will receive a Notice of Award with a contract that must be signed by the awarded proposer in accordance with specified timelines. If proposer has their own contract they are to provide a copy of that contract for evaluation and determination by the District legal counsel. Any deviations to these general conditions and/or specifications shall be conspicuously noted in writing by the Proposer and shall be included with the proposal.
7. **DETERMINING AWARD**/Evaluation of Proposal
The **DISTRICT** may evaluate the proposal based on criteria as provided in the Texas Education Code §44.031(b).

a. the purchase price;
b. the reputation of the vendor and of the vendor’s goods or services;
c. the quality of the vendor’s goods or services;
d. the extent to which the goods or services meet the district’s needs’
e. the vendor’s past relationship with the district;
f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
g. the total long-term cost to the district to acquire the vendor’s goods or services; and
h. any other relevant factor(s) specifically listed in the request for bids or proposal (i.e. delivery terms, safety records, certifications/licenses).

If specific criteria are stated in the Bid specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the **DISTRICT**. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

8. **RESPONDENT’S ACCEPTANCE OF EVALUATION METHODOLOGY**
Submission of a proposal indicates respondent’s acceptance of the evaluation criteria and respondent’s recognition that some subjective judgments must be made by the **DISTRICT** during the evaluations.

9. **QUALIFICATION OF PROPOSER**
The **DISTRICT** may make investigations deemed necessary to determine the qualifications and/or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder shall furnish to the **DISTRICT** all such information as the **DISTRICT** may request. The **DISTRICT** reserves the right to reject any bid if the bidder fails to satisfy the **DISTRICT** that such bidder is properly qualified to carry out the obligations of the contract.

10. **DISQUALIFICATION OF PROPOSER** – Reasons that *shall* disqualify
Proposers *shall* be disqualified and their responses not considered for any of the following reasons:

a. Failure to submit proposal by required date and time
b. Failure to submit required documents as specified on Submittal Checklist.
c. Failure to submit prices in accordance with “All or Some”/ “All or None” criteria as specified in #4, above.
d. Failure to abide by Non-Collusion Statement as specified in # 32, below.
e. Any pertinent information coming to the attention of the District resulting in material legal matters.

11. **DISQUALIFICATION OF PROPOSER** - Reasons that *may* disqualify
Proposers *may* be disqualified and their responses not considered for any of the following reasons:

a. Reason for believing collusion exists among bidders.
b. Reasonable grounds for believing that any bidders have interest in more than one proposal or bid wherein there may be a conflict of interest.
c. The bidder being interested in any litigation against the Board.
d. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
e. Failure to demonstrate competency as revealed by any required financial statement, experience or equipment questionnaire, or omission or falsification of required proposal submittals on this or prior procurements, etc.
f. Failure to demonstrate financial ability to fund the projects on an interim basis as revealed by a financial statement, financial records, bank references, etc.
g. Current or uncompleted work, which, in the judgment of the District, will prevent or hinder the timely completion of additional work, if awarded.
h. Failure to comply with applicable laws relevant to Public Works contracts.

i. Other information or circumstances which establish reasonable grounds for belief that the bidder or proposer is not a “responsible bidder” or “responsible proposer.”

12. MODIFICATION OR WITHDRAWAL BY SUCCESSFUL PROPOSER

Modifications or withdrawal of a bid by the successful bidder will be accepted only if the change is in the best interest of the DISTRICT and executed in writing.

13. INSURANCE REQUIREMENTS

The contractor must provide a certificate of coverage to the District prior to being awarded the contract. Proposer may be disqualified for not providing this required document.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The following are the types of coverage and acceptable limits that shall be maintained:

a. Worker’s Compensation Insurance - documentation of insurance will be required prior to the work beginning. If applicable, the contractor shall procure and maintain during the life of this agreement Worker’s Compensation Insurance in accordance with the Workers’ Compensation Act of the State of Texas and forwarded as evidence to the Laredo Independent School District that it is in force.

b. Comprehensive General Liability in the following minimum amounts:

   i. General Aggregate $1,000,000.00
   ii. Products-Comp/Ops Aggregate $1,000,000.00
   iii. Personal & Advertising Injury $1,000,000.00
   iv. Each Occurrence $500,000.00

The Comprehensive General Liability Insurance must include liability coverage for bodily injury, personal injury (including employment related suits), independent contractor, blanket contractual, product, fire, medical expense, and complete operations

   LAREDO I.S.D. must be added as an additional insured for the Comprehensive General Liability.

   c. Comprehensive Automobile Liability Insurance in the following minimum amounts:

      i. Bodily Injury: $100,000.00 per person
      ii. Bodily Injury: $300,000.00 per accident
      iii. Property Damage: $100,000.00 per accident

   d. Professional Liability

The agent and or proposer must have an errors and omissions policy with a minimum limit of $1,000,000. The policy must be in place during the life of the contract.

   LAREDO I.S.D. must be added as an additional insured for the Professional Liability policy.

14. WARRANTY

Warranty conditions for all supplies and/or equipment shall be considered manufacturer’s minimum standard warranty unless otherwise agreed to in writing. The District does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.
15. **EXPRESSED WARRANTIES**
Implies wear of merchantability and implied warranty of fittings for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein shall be approximate and shall not be nullified, voided or altered in any way by the inclusion of the bidder pre printed forms with this document.

16. **F.O.B DESTINATION**
Bids/proposals must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by the bidder. No additional charges will be accepted. Possessions of goods will not pass to the **DISTRICT** until received at the **DISTRICT**’s receiving dock.

17. **DELIVERY**
Delivery personnel must provide a current, valid company picture identification card when making deliveries to the District. Deliveries required in this proposal shall be freight prepaid F.O.B. destination and bid price shall include all freight and delivery charges. No delivery, no sale.

18. **IDENTICAL PROPOSALS**
In the event of tie bids, the **DISTRICT**, shall select by the casting of lots or award may be made to multiple vendors.

19. **DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:**
   a. **RIGHT OF AWARD** - The **DISTRICT** reserves the right to award as is in its best interest and May therefore chose items from different vendors. The **DISTRICT** may negotiate with the top three proposers. A written Notice of Award letter will be sent to the awarded vendor(s). The District may either enter into a contract with the vendor(s) or the award letter followed by a purchase order to the success full bidder(s) may result in a binding contract without further action by either party.
   b. **RIGHT TO REJECT PROPOSALS** - The **DISTRICT** reserves the right to reject any and all proposals, waive all irregularities, and to chose the most advantageous price for each item.
   c. **RIGHT TO HOLD PROPOSALS** - The **DISTRICT** reserves the right to hold proposals for 60 days before awarding the contract.
   d. **RIGHT TO INCREASE OR DECREASE QUANTITIES** - The quantities required are substantially correct, but the **DISTRICT** reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the District. The District also reserves the right to decrease quantities during the period the bid/proposal is guaranteed to be firm. Items are to be ordered “as needed” over the estimated contract period.
   e. **RIGHT TO EXTEND AWARDED CONTRACT** – The **DISTRICT** and the vendor may mutually agree to extend the contract on a monthly basis, or other agreed upon period, if needed.
   f. **RIGHT TO AMEND RFP** - The **DISTRICT** reserves the right to amend the RFP prior to bid opening date. The **DISTRICT** may also consider and accept an alternate proposal as provided herein when most advantageous to the **DISTRICT**.
   g. **RIGHT OF NEGOTIATIONS** – The **DISTRICT** reserves the right to conduct discussions and negotiate final scope and price.

20. **LIST PRICE OR DISCOUNT PERCENT**
For list price proposals, the price shall be fixed for the entire contract period.

For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages shall be
for the contract period specified. If the per-unit price will fluctuate at the quarterly intervals, proposer must disclose the maximum increases being proposed.

21. **ALTERNATE PRODUCTS AND METHODS/SUBSTITUTIONS**
   
   The showing or mentioning in these specifications of certain trade products and methods is done partly for the purpose of establishing a standard of quality. The mentioning of trade names does not imply that the mentioned products are the only ones that will receive approval or consideration. Please submit name of product of each item proposed. Substitutions from the brand(s) proposed will not be accepted unless approved in writing by the Purchasing Director. Samples of possible substitution items may be requested at that time.

22. **AVAILABILITY OF FUNDS**
   
   All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

23. **SALES TAX EXEMPTION**
   
   The DISTRICT qualifies for exemption of the Texas limited sales, exercise and use tax; sales tax will not be charged on these purchases.

24. **REBATES/PROMOTION ITEMS**
   
   If a rebate is offered by the manufacturer of a proposal item(s) after proposal is awarded, the successful proposers will advise the DISTRICT and deduct the rebate from the proposal price. If a special promotion is offered by the vendor, the vendor must clearly disclose the criteria for earning the promotion. All promotions shall be coordinated with the Procurement Department directly.

25. **INSPECTION OF BID ITEM(S)**
   
   The bid item(s) will be inspected upon arrival. All defects will be repaired or replaced at the expense of the successful proposer.

26. **TERMINATION BY DISTRICT**

   **For Cause** - The DISTRICT shall have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors shall include service performance.

   **Without Cause** - The DISTRICT, in accordance with this provision, may terminate the performance under this order in whole or in part. Termination hereunder shall be effected by the delivery to the contractor or a “Notice of Termination” specifying the extent to which performance of work under the order in terminated and the date upon which such termination becomes effective.

27. **CERTIFICATION OF PAYMENT**
   
   Payment by the DISTRICT will be made in accordance with the terms of the contract.

28. **UNIFORM COMMERCIAL CODE**
   
   All contracts and agreements between vendor and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Does as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

29. **FELONY CONVICTION NOTIFICATION**
   
   A person or business entity that enters into a contract with the DISTRICT shall notify the DISTRICT if the person or an owner or operator of the business entity has been convicted of a felony. Such notice shall include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors shall complete and submit the “Felony Conviction Notification” included with this packet in the Required Forms.

30. **CONFLICT OF INTEREST**
   
   No member or spouse of the board, president, superintendent, business manager or any other person holding any position or employment under said board, shall be directly or indirectly interested in an purchase, sale, business, work or contract, the expense, price or consideration of which is paid from school funds of said district, nor shall any such officer or employee purchase any warrants or claims against said
board of district, or any interest herein, or become surety for any person or persons having a contract or any kind of business with said board, for the performance of which security may be required. Anyone violating this provision shall be removed from office, or be discharged from services by the majority of the board. No member of said board shall vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member shall disclose such interest and refrain from voting. All interested parties shall comply with Board Policy BBFA (LEGAL) Conflict of Interest Disclosures and if applicable (for members of the Board and Superintendent), complete and submit Exhibit found at BBFA (EXHIBIT) http://www.tasb.org/policy/pol/private/240901/pol.cfm?DisplayPage=BBFA(XHIBIT).html also please refer to The Texas Ethics Commission website at http://www.ethics.state.tx.us/ for more information.

Additionally, an employee interested in responding to this proposal shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District, Board Policy DBD (LOCAL).

31. **GENERAL ETHICAL STANDARDS**

   **Gratuities** - It is a breach of ethics to offer, give or agree to give any employee or former employee of a school district, or for any employee or former employee of a school district to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

   **Kickbacks** - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every District’s contract and solicitation in accordance with the Texas Education Agency’s Financial Accountability System Resource Guide Update 12.0.

32. **NON COLLUSION STATEMENT**

   The proposer affirms that he/she is duly authorized to execute a 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. The proposer also affirms that they have not given; offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this proposal, proposer (or any representative of proposer’s company) will not discuss the contents of this proposal with any person affiliated with LAREDO ISD, other than the Procurement Director or its Designee, prior to the awarding of this bid/proposal. Failure to observe this procedure will cause the proposal to be rejected.

33. **INDEMNIFICATION PROVISION**

   To the extent allowed by law, the written contract executed between the successful respondent and LISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless LISD from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage rising from or relating to respondent’s performance of services or goods made the subject of this bid. LISD does not agree to indemnify the successful respondent.
34. **VENUE**

It is understood and agreed by both the successful bidder and the **DISTRICT** that venue for any litigation from this contract shall lie in Webb County, Texas.

35. **PROPOSAL INTERPRETATION**

No interpretation to the meaning of the “Invitation to Bid” or other documents will be given orally. Every request will be in writing, addressed to the Procurement Director, and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the “Invitation to Bid”, which if issued, shall be mailed to all known prospective bidders. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract document.

36. **RIGHT TO AUDIT CLAUSE**

The District upon written notice shall have the right to audit all documents relating to all projects. Records subject to audit shall include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendor’s work for the District and shall be open to inspection and subject to audit and/or reproduction by the District’s agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendor’s compliance with contract requirements (b) compliance with District procurement policies and procedures (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and the Vendor. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

37. **NO ARBITRATION CLAUSE**

To the extent allowed by law, the written contract executed between the successful respondent and LISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless LISD from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage arising from or relating to respondent’s performance of service or goods made the subject of this bid. LISD does not agree to indemnify the successful respondent. There will be no agreement for binding arbitration in any written contract between LISD and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

38. **DEFINITION**

The words “bids, competitive sealed proposals, quotes” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, request for proposals, quotes, competitive sealed proposals, etc. to which they are attached.

39. **NO LIMITATION OF LIABILITY REMEDIES OR DAMAGES**

LISD will not contractually agree to limit in any manner either Respondent’s potential liability or LISD’s potential remedies or damages relating to or arising from any potential dispute between the parties or relating to the services, products or goods made the subject of this proposal.

40. **OTHER INFORMATION**

For additional information, contact Gustavo Alcantar, Director of Procurement, at (956)795-3220. The management of this contract and quality assurance review will be provided by the Risk Management Coordinator. The contact person is Mrs. Naomi Velarde, CSRM and may be reached at (956) 795-3378.
I. Scope of Work Description
I. Scope of Work Description

A. Introduction

Pursuant to District policy FFD Local/Legal, the Laredo Independent School District is seeking proposals for the district provided Student Accident & Catastrophic Insurance coverage for all students who participate in all U.I.L. sports and academic activities as well as for students who participate in all school sponsored & supervised extracurricular activities including field trips. LISD is interested in receiving proposals from qualified carriers to underwrite the Student Accident Insurance, Student Catastrophic Insurance, and the Optional Student Catastrophic Cash Benefits Insurance programs sponsored by LISD. The Student Accident Insurance Program is to include all of the required levels of coverage listed below for all qualified or eligible students who are injured while under the course and scope of U.I.L. and/or school sponsored & supervised extra-curricular activities, clubs participation, and field trips with LISD. The Student Accident Insurance provider must submit evidence of ability to insure and service the group without undue requirements of the district and/or its students. Additionally, “low cost accident insurance for students” needs to be offered to all students on a voluntary basis whereby “students or parents shall pay the premium for the coverage.”

B. Minimum Plans or Proposals

A minimum of one (1) pre-requisite proposal is being requested. However, other additional alternate plans are also welcomed once the pre-requisite requirement is met and/or an alternative plan is identified & justified as a deviation from the pre-requisite requirement.

1. A plan or proposal that duplicates services as in the district’s current plan;
2. Any other alternate plan(s) identified and explained as an equal, comparable, better, and/or other alternative plan. The “alternative” plans need to be identified and the deviations or differences from current plan need to be clearly explained.

C. Insurance Coverage Services

Insurance coverage being requested is for accident insurance coverage as primary insurance coverage whenever student/parent/guardian does not have effective insurance coverage for student participant and as secondary insurance whenever student/parent/guardian does have effective insurance coverage for student participant with exceptions such as when CHIPS and/or Medicaid insurances are involved. The proposals should include the following minimum levels of insurance coverage:

1. Blanket Accident Insurance
   A. For all students, grades Pre-K through 12, who participate in all UIL sanctioned and school sponsored & supervised interscholastic sports, academics, and other activities, including all athletes, managers, trainers, cheerleaders, band members, etc.
   B. For all students, grades Pre-K through 12, who participate in all school sponsored & supervised extracurricular activities and clubs as well as field trips.

2. Catastrophic Accident Insurance
   A. For all students, grades Pre-K through 12, who participate in all UIL sanctioned and school sponsored & supervised interscholastic sports, academics, and other activities, including all athletes, managers, trainers, cheerleaders, band members, etc.
   B. For all students, grades Pre-K through 12, who participate in all school sponsored & supervised extracurricular activities and clubs as well as field trips.
3. Optional Catastrophic Cash Benefits Insurance

A. For all students, grades Pre-K through 12, who participate in all UIL sanctioned and school sponsored & supervised interscholastic sports, academics, and other activities, including all athletes, managers, trainers, cheerleaders, band members, etc.

B. For all students, grades Pre-K through 12, who participate in all school sponsored & supervised extracurricular activities and clubs as well as field trips.

4. Voluntary Student Accident Insurance (Pursuant to District policy FFD Local/Legal offered to all students, but enrolled on a voluntary basis whereby “students or parents shall pay the premium for the coverage.”)

A. For all students, grades Pre-K through 12, during School Time Only.

B. For all students, grades Pre-K through 12, during 24-Hours.

C. For all students, grades Pre-K through 12, Dental.

D. For all students, grades Pre-K through 12, Other.

D. Terms

The preferred terms for which proposals are being requested are for a three (3) year fixed price contract, effective 8/1/10-7/31/13, with the district’s option to terminate the contract at the end of each anniversary date. Rates must be guaranteed for at least 36 months commencing 8/1/10-7/31/11, 8/1/11-7/31/12, and 8/1/12-7/31/13.

The minimum terms for which proposals are being requested are for yearly one (1) year fixed price contracts, effective 8/1/10-7/31/11, rates guaranteed for 12 months with the district’s option to renew a 2nd (8/1/11-7/31/12) and 3rd (8/1/12-7/31/13) year based on mutual agreement and authorized by the district. If applicable, renewal rates for 2nd and/or 3rd years need to be received by the District preferably 6 months, but not less than 90 days, prior to renewal date and must carry a minimum twelve (12) month rate guarantee for each year.

E. Eligibility

All students, Pre-K thru 12, who are “injured” while under the course and scope of their participation in UIL sanctioned, school sponsored & supervised interscholastic sports, academics, field trips and other activities (as listed in C above) with Laredo Independent School District, are eligible.

F. Administration Services

The Contractor shall demonstrate, document, and attest of having the necessary capabilities to meet all terms and requirements of the RFP in its entirety including, but not limited to licensure, minimum liability insurance, local/state/federal compliance, operating locations, competent & professional staff, experience, expertise and financial stability to provide all of the applicable claim administration, safety & loss control, financial reporting, and all services inherent or associated with this type of insurance. It is preferred that the Contractor have strong customer service, bilingual capabilities, electronic/on-line capabilities, and school district experience.

G. Reports

The Contractor shall provide monthly and other quarterly or annual reports of utilization to LISD which, if applicable and within the scope allowed by law, identify the number of claims, type of claims, status of claims, utilization costs, earned premiums, loss ratios, trend analysis, case reviews, recommendations, etc., as well as any other customized reports deemed necessary by the district. Experience reports must be
timely *(monthly)* and should include electronic methods for communication and/or transfer of data.

**H. Vendors submittal to District**

Contractor must meet all of the requirements and conditions as set forth in the Request for Proposal in its entirety. Failure to comply with any of the requirements and conditions or to satisfy any of the compliance or servicing criteria will result in disqualification. Vendor must submit a three (3) ring binder with the following tabs and information:

**Tab 1:**

- a. Complete and provide, for each proposal, the appropriate proposal response forms or requested information on Forms A & B on pages 31, 32 and 33 respectively.
- b. Provide a brief biography describing service, experience, qualifications, certifications, and references (limit to 4 pages).
- c. Provide documentation proof of being licensed by the State of Texas.
- d. Provide documentation of financial stability (A.M. Best rating or equivalent, financial statements, etc.) as deemed applicable.
- e. Provide documentation proof, via certificates of insurance (or Waiver of Subrogation), if applicable, of coverage for Workers’ Compensation insurance (statutory limits), Errors & Omissions, General Liability, and/or Professional Liability insurance with minimum limits of $1,000,000 and effective dates before, on, and during all time services will be in effect. When/where applicable, the district needs to be named as additional insured and the insurance coverage(s) need to be maintained up to date and in effect during the complete term(s) of the service agreement.

**Tab 2:**

- a. Submit as part of the proposal a complete specimen copy of a contract and/or any miscellaneous forms requiring authorization by LISD to which LISD will be a party to, if the district accepts the proposal.
  Terms must include a cancellation notice clause of “minimum 90 days written notice (by either party) of cancellation, non-renewal, and/or material change of contract language.”
- b. The district is requesting a premium payment method of monthly or four (4) quarterly payments. If not applicable or feasible, please indicate method of acceptable payment options.
- c. Provide insurance coverage binder before or on date coverage is in effect as well as actual insurance policies to the district before or within 60 days of inception.

**Tab 3:**

Submit all required forms as listed on pages 3-11 of this proposal.

**I. Other Information**

1. All proposals should include terms based on duplication of the existing insurance coverage, but additional and/or alternative plans are welcomed. Equal, comparable, better, and/or other alternative plans will be considered provided the “alternatives” and deviations are clearly identified and explained.
2. All proposals must be clearly identified and explained including coverage and exclusions of coverage. All costs, including service work, alternatives, and optional programs to be provided by the provider must be clearly stated and summarized. Exceptions or deviations from the specifications must be explicitly identified and explained. Any deviations from these specifications must be stated in detail with complete reference to the proposal specification provision from which the deviation is being made.
3. In addition to package services and pricing (with a breakdown of services and premiums), please indicate whether mono-line services and pricing is available i.e. non-packaged separate units of services and pricing which can be purchased as “stand alone” products.
J. Specifications
J. Specifications

The following is a summary and highlights of current coverage and/or specifications. Unless the response quote is an Alternative Plan, Section I, Scope of Work, requests and requires a quote on duplication of the existing insurance coverage.

1. **Blanket Accident Insurance**

   A. For all students, grades Pre-K through 12, who participate in all UIL sanctioned and school sponsored & supervised interscholastic sports, academics, and other activities, including all athletes, managers, trainers, cheerleaders, band members, etc.

   B. For all students, grades Pre-K through 12, who participate in all school sponsored & supervised extracurricular activities and clubs as well as field trips.

   C. $25,000 first level coverage allowance (also known as catastrophic coverage deductible prior to catastrophic coverage) with a one (1) year incurred period. Coverage includes a field trip endorsement rider ($1,500) and Accidental Death & Dismemberment (range $500-$7,500).

   D. 100% of U&C (w/limits), 90 days initial treatment period, and a one (1) year benefit period allowance to meet $25,000 coverage allowance (also known as catastrophic coverage deductible).

2. **Blanket Catastrophic Accident Insurance**

   A. For all students, grades Pre-K through 12, who participate in all UIL sanctioned and school sponsored & supervised interscholastic sports, academics, and other activities, including all athletes, managers, trainers, cheerleaders, band members, etc.

   B. For all students, grades Pre-K through 12, who participate in all school sponsored & supervised extracurricular activities and clubs as well as field trips.

   C. $25,000 deductible.

   D. $5,000,000 maximum benefit with a two (2) year incurred period.

   E. Ten (10) year benefit accident medical expenses payable period allowance.

3. **Optional Catastrophic Cash Benefits Insurance**

   A. For all students, grades Pre-K through 12, who participate in all UIL sanctioned and school sponsored & supervised interscholastic sports, academics, and other activities, including all athletes, managers, trainers, cheerleaders, band members, etc.

   B. For all students, grades Pre-K through 12, who participate in all school sponsored & supervised extracurricular activities and clubs as well as field trips.

   C. Catastrophic Cash Benefit of $500,000 paid at a rate of $100,000 lump sum plus $40,000 per year for ten (10) years.

4. **Voluntary Student Accident Insurance**  Pursuant to District policy FFD Local/Legal, insurance offered to all students on a voluntary basis whereby “students or parents shall pay the premium for the coverage.”

   A. $25,000 minimum coverage per covered accident per insured student.

   B. For all students, grades Pre-K through 12, during School Time only.

   C. For all students, grades Pre-K through 12, during 24-Hours.

   D. For all students, grades Pre-K through 12, Dental.
K. Selection Process
K. Selection Process

1. One (1) original and four (4) copies of the response proposals to the RFP are required to be timely submitted in order to facilitate and expedite the selection process.

2. Proposals will be reviewed and evaluated by the District via a process which will consider all factors listed on the selection criteria.

3. The field of competitors will be reduced to those carriers which the District believes to have submitted the best proposal to the District. The decision will be made on the basis of the analysis described above and on the basis of any follow-up discussions and/or negotiations between the District and the Proposers. Please be informed that contact and/or negotiations with Board of Trustees, prior to the authorized time and place, is not allowed. Violations may result in disqualification of the applicable and/or related proposal(s).

4. Once the field has been narrowed, the District may enter into more extensive discussions and/or negotiations with one or more of the remaining competitors as deemed necessary. Upon completion of the review, evaluation, and negotiation process, a recommendation will be made to District officials for presentation to the District Board of Trustees who will make and/or authorize the final selection.

5. The District reserves the right to reject any and/or all proposals in order allow selection of the proposal which the District deems to be the best value, as well as to negotiate separately in a professional manner necessary to “serve in the best interest of the District.” While the “low” proposal will certainly be given full consideration, it will by no means be assured of being selected.

6. This Request for Proposal does not commit the District to pay any costs associated with the response preparation and/or submission for this proposal or to contract for any or all services.

Other Information

The awarded vendor shall provide an insurance coverage binder and policy for the purpose of coverage confirmation within sixty (60) days of inception and award of contract.
L. District Profile
L. District Profile

1. Laredo Independent School District
2. Address: 1702 Houston, Laredo, TX 78040
3. Telephone: (956) 795-3200
4. Type of Business: Public Schools Educational Entity
5. Superintendent: Dr. A. Marcus Nelson
6. School Board of Trustees: 7 Elected Officials (Single Member Districts)
7. Tax ID#: 74-6001580
8. Number of Schools: 30 (5 HS, 1 Alt. Sch., 4 MS, 20 ES)
9. UIL Classification: 29-5a and 31-4a
10. Accreditation: Texas Education Agency
11. Total Estimated Student Enrollment: 26,153 (as of 10/15/09)
12. Total Estimated Employees: 4,591 (as of December 31, 2009)
13. Total Estimated Employee Health Insurance Participants: 3,301 (Est. Eligible – 3,984)
14. District Summary Audited Financial Data:

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Revenue</th>
<th>Total Expenditure</th>
<th>Surplus/Deficit</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-05</td>
<td>$159,680,960</td>
<td>$165,765,059</td>
<td>($6,084,099)</td>
</tr>
<tr>
<td>05-06</td>
<td>$159,868,423</td>
<td>$167,179,966</td>
<td>($7,493,543)</td>
</tr>
<tr>
<td>06-07</td>
<td>$184,332,873</td>
<td>$172,172,733</td>
<td>$12,160,140</td>
</tr>
<tr>
<td>07-08</td>
<td>$188,601,182</td>
<td>$171,247,417</td>
<td>$17,353,765</td>
</tr>
<tr>
<td>*08-09</td>
<td>$192,122,098</td>
<td>$178,666,749</td>
<td>$13,455,349</td>
</tr>
</tbody>
</table>

*Un-Audited

15. Estimated The Brokerage Store, Inc. loss runs as of 01/27/2010:

<table>
<thead>
<tr>
<th>Year</th>
<th>Incurred Claims</th>
<th>Loss Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>05-06</td>
<td>$133,195.27</td>
<td>78%</td>
</tr>
<tr>
<td>06-07</td>
<td>$121,967.80</td>
<td>62%</td>
</tr>
<tr>
<td>07-08</td>
<td>$131,473.00</td>
<td>68%</td>
</tr>
<tr>
<td>08-09</td>
<td>$154,600.00</td>
<td>79%</td>
</tr>
<tr>
<td>09-10</td>
<td>$  81,997.00</td>
<td>42%</td>
</tr>
</tbody>
</table>
M. Response Forms

RFP Response Form A – RFP Response Forms Checklist
RFP Response Form B - Proposal Premium Computation
M. RFP Response Forms Checklist (A)

If applicable, please acknowledge or confirm compliance with and/or provided documentation, for all conditions and requirements listed in all sections of the Request for Proposal for each proposed plan.

<table>
<thead>
<tr>
<th></th>
<th>Required Forms &amp; General Conditions:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Scope of Work:</td>
<td>Yes</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>3.</td>
<td>Specifications:</td>
<td>Yes</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>4.</td>
<td>Selection Process:</td>
<td>Yes</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>5.</td>
<td>District Profile:</td>
<td>Yes</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>6.</td>
<td>RFP Response Forms Checklist &amp; Computation:</td>
<td>Yes</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>7.</td>
<td>Proposal:</td>
<td>Yes</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>8.</td>
<td>One Year Guaranteed Rate</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Three Year Guaranteed Rate</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Please list, identify and briefly explain any “No/NA” responses and/or deviations from RFP.
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Confirmation/Authorization of Quote:
__________________________________________________________________
M. RFP Response Form B: Proposal Premium Computation

Pre-k thru 12 Student Accident Insurance Proposal Summary:

1. Proposal Plan Name or ID#: _________________________________________________________

2. Vendor/Agent Contact Person Name:
   Address, CSZ _________________________________________________________
   Tel. # and/or E-mail Address _________________________________________________________

3. Blanket Accident Insurance Carrier Name: __________________________________________

4. A.M. Best Financial Strength & Size Rating: __________________________________________

5. Blanket Insurance Coverage Premium:
   $ ____________
   A. Benefit Limit _________________________________________________________
   B. Type/Basis _________________________________________________________
   C. Initial Treatment (within) _________________________________________________________
   D. Benefit Period _________________________________________________________
   E. Field Trip Coverage $1,500 _________________________________________________________
   F. Restrictions or Special Requirements _________________________________________________________
   G. Life/AD&D Coverage ($500-$7,500) _________________________________________________________
   H. PPO Network _________________________________________________________
   I. Limits or additional information _________________________________________________________

6. Catastrophic Insurance Carrier Name: __________________________________________

7. A.M. Best Financial Strength & Size Rating: __________________________________________

8. Catastrophic Insurance Coverage Premium: $ ____________
   A. Benefit Limit _________________________________________________________
   B. Incurral Period _________________________________________________________
   C. Benefit Period _________________________________________________________
   D. Limits or additional information _________________________________________________________

9. Optional Catastrophic Cash Benefit Insurance Carrier Name: ________________________________

10. A.M. Best Financial Strength & Size Rating: __________________________________________

11. Optional Catastrophic Cash Benefit Insurance Coverage Premium: $ ____________
    A. Benefit Limit _________________________________________________________
    B. 1st Year Lump Sum Payment _________________________________________________________
    C. Residual Yearly Payments _________________________________________________________
    D. Benefit Period _________________________________________________________
    E. Limits or additional information _________________________________________________________

12. Claims Administration (TPA) Name: _________________________________________________________
    Address, CSZ: _________________________________________________________
    Tel. # and/or E-mail Address: _________________________________________________________

13. Servicing Local Agent Name: _________________________________________________________
    Address, CSZ: _________________________________________________________
    Tel. # and/or E-mail Address: _________________________________________________________

14. Proposed Premium (5 + 8 + 11): $ ____________
    Other Premium (Describe): $ ____________________________
    Total Premium $ ____________
    Guaranteed Term: _________________________________________________________
    __ 12 months (yearly) __ 24 months __ 36 months

15. Miscellaneous: Voluntary Student Accident Coverage (Offered to and Paid by Individuals on a Voluntary Basis)
    A. School Time Only Limit $ ____________ Yearly Premium $ ____________
    B. During 24 Hours Limit $ ____________ Yearly Premium $ ____________
    C. Dental Limit $ ____________ Yearly Premium $ ____________
    D. Other (Describe): Limit $ ____________ Yearly Premium $ ____________

16. Sales & Information Brochures Provided To ALL students __ Yes __ No (If no, please answer next item)
    If no, briefly explain notice of availability & enrollment __________________________________________

17. Assumptions, Comments or Miscellaneous Information __________________________________________

18. Confirmation & Authorization of Quote:

   ______________________________________  _________________________________ ___________ __________
   Name and Title of Authorized Representative  Authorized Representative Signature        Date       Tel. #
N. Current Schedule of Benefits
   Form A: Summary of Coverage
   Form B: Catastrophe Benefits
   Form C: Voluntary Student/Athletic Insurance
   Form D: Current Coverage Application
N. Current Schedule of Benefits: (A) Summary of Coverage

<table>
<thead>
<tr>
<th>SUMMARY OF COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Form 9F1.40-CL(Rev.) TX</td>
</tr>
</tbody>
</table>

The school is participating in a medical insurance policy that will provide benefits for accidental bodily injury while:

- Participating in, practicing for or competing in University Interscholastic League (UIL) activities which are exclusively sponsored and supervised by the school, as a representative of the Policyholder and under the direct and immediate supervision of an employee of the Policyholder.
- Traveling directly to or from such participation, practice or competition in a vehicle designated by the Policyholder and under the supervision of an employee of the Policyholder.
- Off-season conditioning, when under the direct supervision of a qualified employee of the Policyholder, including Interscholastic athletes taking physical education for grades, Vocational Classes, ROTC, FFA, band, cheerleading drill team, and other UIL Activities which are exclusively sponsored and immediately supervised by an authorized employee of the Policyholder.

### MEDICAL BENEFITS

When injury covered by this policy results in treatment by a Licensed Physician within 180 days from the date of injury, the Company will pay the usual and customary expenses incurred for necessary Services and Supplies as listed below, for expenses actually incurred within one year from the date of injury up to a Maximum Medical Benefit of $25,000 per injury. This policy will pay benefits only after all Other Valid and Collectible Coverage has been paid.

#### TEXAS VALUE

**A. IN-PATIENT BENEFITS**

1. Hospital Room and Board - Semi-private Room Charges
2. Intensive Care (in lieu of Hospital Room and Board) - 1.5 X Semi-private Room Charges
3. Hospital Miscellaneous Services (All Charges except Room & Board) - First day up to $1,000, thereafter up to $500 per day: Maximum $5,000
4. Physician's Non-Surgical Visits (other than Physical Therapy): (Not paid per visit) - First day of treatment up to $50, subsequent visits up to $40, maximum 10 visits
5. Physical Therapy Treatment (includes whirlpool, diathermy, EMR, massage, manipulation or adjustments in any form, and/or office visits connected therewith) - Included in Hospital Misc. Benefit
6. X-ray and Radiology Services - Included in Hospital Misc. Benefit
7. Registered Nurse - 100% of U&C charges

**B. OUT-PATIENT SURGERY BENEFITS**

1. Day Surgery (Facility Charge) Room supplies and all other expenses for outpatient surgery - U&C up to $7,000

**C. OTHER OUT-PATIENT BENEFITS**

1. Hospital Emergency Room Charges - U&C up to $300
2. X-ray and Radiology Services - U&C up to $300
3. CAT Scans, MRI and Bone Scans - U&C up to $800
4. Laboratory Services - U&C up to $100
5. Physician's Non-Surgical Visits (not paid per visit) - $50 per visit, 10 visit maximum
6. Emergency Room Physician's Non-Surgical Care - U&C up to $150
7. Orthopedic Appliances (when prescribed by a physician for healing) - U&C up to $500 maximum

**ACCIDENTAL DEATH AND DISMEMBERMENT**

When injury covered by this policy results in Accidental Death or Dismemberment within 180 days from the date of accident, the following benefits will be payable:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Benefit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>$2,000</td>
</tr>
<tr>
<td>Loss of an Eye</td>
<td>$2,000</td>
</tr>
<tr>
<td>Double Dismemberment</td>
<td>$10,000</td>
</tr>
<tr>
<td>Single Dismemberment</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

### EXCLUSIONS - The Policy Does Not Provide Benefits For:

1. Any sickness, disease, infection (unless caused by an open cut or wound), aggravation of a congenital condition, blisters, headaches, hernia of any kind, mental or physical infirmity, Osgood-Schlatter disease, osteochondritis, osteomyelitis, spondylolisthesis, slipped femoral capital epiphysis, orthodontics, injuries involving bone cysts or dental implants.
2. Treatment for conditions which are benefited under Workers' Compensation or Employer's Liability Laws.
3. The services of a second or subsequent Physician when not requested in writing by the attending Physician. This exclusion does not apply to any Assistant Surgeon Benefits.
4. Any injury involving a two- or three-wheeled motor vehicle or snowmobile or any motorized or engine driven vehicle not designed primarily for use on public streets and highways.
5. Air travel or the use of any device or equipment for aerial navigation, except as a fare-paying passenger on a regularly scheduled commercial airline.
6. Intentionally self-inflicted injuries; Injuries sustained while fighting or brawling, or violating or attempting to violate any existing civic, state, or federal law.
7. Treatment received from any person employed or retained by the Policyholder.
8. Replacement of contact lenses, hearing aids or prescriptions or examinations thereof.

IT IS NOT THE INTENT OF THE POLICY TO PROVIDE BENEFITS FOR AN EXISTING MEDICAL PROBLEM. A re-injury will not be covered if the insured has received treatment within a period of 180 days prior to the Effective Date of the policy.

Form U-4752 (TX Value)
### Catastrophe Benefits

Underwritten by: National Union Fire Insurance Company. (“A-” rated)

<table>
<thead>
<tr>
<th>Benefit Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident Medical Expense Benefit Amount</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>Maximum Benefit Period</td>
<td>10 Years</td>
</tr>
<tr>
<td>Deductible $25,000: The expenses to satisfy the Deductible must be incurred with in two years after the date of the Accident.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accident &amp; Dismemberment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental Death</td>
<td>$10,000</td>
</tr>
<tr>
<td>Two Hands, Two Feet, or the Sight of Both Eyes</td>
<td>$20,000</td>
</tr>
<tr>
<td>One Hand and the Sight of One Eye</td>
<td>$20,000</td>
</tr>
<tr>
<td>One Foot and the Sight of One Eye</td>
<td>$20,000</td>
</tr>
<tr>
<td>One Hand, One Foot, or the Sight of One Eye</td>
<td>$10,000</td>
</tr>
<tr>
<td>Speech or The Hearing in Both Ears</td>
<td>$10,000</td>
</tr>
<tr>
<td>The Hearing in One Ear</td>
<td>$10,000</td>
</tr>
<tr>
<td>The Thumb and Index Finger of the Same Hand</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

All UIL includes: All enrolled students of the School or School District, while participating in gym classes and extracurricular school activities including intramural and interscholastic sports, including band members, cheerleaders, majorettes student coaches, student trainers and student managers. Also covered are ROTC, FFA, Vocational and some academic activities. Supervised travel to and from such games, activities and practice sessions are covered.

### CATASTROPHIC CASH BENEFIT

<table>
<thead>
<tr>
<th>Plan 1</th>
<th>Plan 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Benefit</td>
<td>$500,000</td>
</tr>
<tr>
<td>Lump Sum Payment After 6 Months</td>
<td>$100,000</td>
</tr>
<tr>
<td>Benefit Amount</td>
<td>$40,000/YEAR</td>
</tr>
<tr>
<td>Maximum Benefit Period</td>
<td>10 Years</td>
</tr>
<tr>
<td>Maximum Accidental Death Benefit Amount</td>
<td>$10,000</td>
</tr>
<tr>
<td>Maximum Accidental Dismemberment Benefit Amount</td>
<td>$20,000</td>
</tr>
</tbody>
</table>
**** ATTENTION PARENTS ****

****PARENTS – YOU ARE RESPONSIBLE***

Under State Law, school districts are not liable for accidents which occur in schools. The school “IS NOT” responsible for medical payments or bills for your child. If your child is injured during ANY athletic or UIL sponsored event or school activity all medical charges are “YOUR RESPONSIBILITY”.

With this in mind, we would like to inform you that The Brokerage Store, Inc. will be offering “voluntary student/athletic accident insurance” for the 2009-2010 school year. This plan covers “ALL” students for sports, school activities, and UIL sponsored events. Our plan gives you the option of either school time only or 24-hour coverage. School time coverage is just as stated – during school time only. Twenty-four (24) hour coverage is 24 hours a day, 365 days a year, anywhere and anytime. THIS INSURANCE IS PRIMARY INSURANCE TO ALL OTHER EXISTING POLICIES.

Your district may have purchased a supplemental policy. If they have, it is a limited benefit policy and any charges above the policy limits are YOUR RESPONSIBILITY. Your district can only purchase insurance based on funds available. Please be aware that this is a limited benefit policy and by NO MEANS was intended to cover all medical bills for your child. Your child’s treatments and medical charges are your “RESPONSIBILITY”.

**VOLUNTARY STUDENT/ATHLETIC ACCIDENT INSURANCE**

<table>
<thead>
<tr>
<th>Annual Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Time Coverage</td>
</tr>
<tr>
<td>24 Hr. Coverage</td>
</tr>
<tr>
<td>Dental</td>
</tr>
<tr>
<td>Football (Grades 10-12)</td>
</tr>
</tbody>
</table>

Please make check payable to: Student Assurance Services.

In order to enroll your child in this “Voluntary Student/Athletic Accident Insurance” plan, please remember to:

1. CONTACT THE SCHOOL FOR YOUR APPLICATION or
2. Go online to www.thebrokeragestore.com
3. All major credit cards are accepted
4. For any other questions contact The Brokerage Store, Inc. at 800-366-4810 or 210-366-4800.

***The above is just a brief description of rates and benefits available under this plan. This is not a contract, policy, or outline of coverage. All benefits are subject to maximum amounts, limits, exclusions and other policy provisions.

B/CAT
CURRENT COVERAGE APPLICATION

Name of Participating School or School District: **Laredo I.S.D.**
Address: **1702 Houston Street**  
City: **Laredo**  
State: **Texas**  
Zip: **78040**

Number of Sr. High Schools: **4**  
Number of Jr. High Schools: **4**

Current Student Enrollment: Grades K-8: **19,902**  
Grades 9-12: **6,247**

Total Current UIL Fine Arts Participants: **5,000**
*Band  *Pep Squad  *Drama/Theater  *Guitar  *Color Guard  *Jazz Ensemble  
*Cheerleaders  *Choir  *Orchestra  *Piano  *Mariachi

Total Current UIL Sports Participants: **3,976**
*Baseball  *Girls Basketball  *Girls Cross Country  *Boys & Girls Golf  *Boys Soccer  *Softball  
*Boys Basketball  *Boys Cross Country  *Football  *Boys & Girls Power Lifting  *Girls Soccer  *Team Tennis  
*Spring Tennis  *Boys Track  *Girls Track  *Volleyball

Eligible Classes Senior High: Yes: **X**  
No: _____  
Junior High: Yes: **X**  
No: _____

Policy Effective Date: **08/01/2010**  
Expiration Date: **07/31/2011**

**X** Class III: All enrolled Students of the School or School District, which participating in gym classes, and extracurricular school activities, including intramural and interscholastic sports including football, band members, cheerleaders, majorettes, student coaches, student trainers and student managers. Coverage includes supervised travel to and from games and practice sessions.

Benefits:

**X** Accident Medical Expense benefit Amount – Excess Coverage: $6,000,000

**X** Maximum Benefit Period (10 Years): Deductible $25,000, Two Year Deductible Incurred Period

**X** Accidental Death & Dismemberment ($10,000 Death, $20,000 Dismemberment)

**X** Catastrophic Cash Benefit: (Please check one).  
(X) CAT = $4995  
$500,000  
$1,000,000

Lump Sum Payment After 6 Months  
$100,000  
$200,000

Benefit Amount + ADD Cash 500K=$2257  
$40,000  
$40,000/Yr

Maximum Benefit Period  
10 Years  
20 Years
O. Claims Analysis
### 2009-2010

<table>
<thead>
<tr>
<th>Policy Year</th>
<th>Premium Received</th>
<th>Total Claims Paid</th>
<th>Ending Date</th>
<th>Loss Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>From: 8/1/2009 to 7/31/2010</td>
<td>$195,000</td>
<td>$81,997</td>
<td>Jan-10</td>
<td></td>
</tr>
</tbody>
</table>

### 2008-2009

<table>
<thead>
<tr>
<th>Policy Year</th>
<th>Premium Received</th>
<th>Total Claims Paid</th>
<th>Ending Date</th>
<th>Loss Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>From: 8/1/2008 to 7/31/2009</td>
<td>$195,000</td>
<td>$154,600</td>
<td>Jan-10</td>
<td>79%</td>
</tr>
</tbody>
</table>

### 2007-2008

<table>
<thead>
<tr>
<th>Policy Year</th>
<th>Premium Received</th>
<th>Total Claims Paid</th>
<th>Ending Date</th>
<th>Loss Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>From: 8/1/2007 to 7/31/2008</td>
<td>$195,000</td>
<td>$131,473</td>
<td>Jan-10</td>
<td>68%</td>
</tr>
</tbody>
</table>

Report provided by:

**STUDENT ASSURANCE SERVICES, INC.**

*** Paid Claims as of 1/27/2010
Projected Completion Claim amount $183,000  93% Loss Ratio
<table>
<thead>
<tr>
<th>Student Name</th>
<th>Date Incurred</th>
<th>Claim Type</th>
<th>Paid</th>
<th>Claim Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>09/05/2009</td>
<td>right rib / cross country</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12/07/2009</td>
<td>left back / softball</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10/08/2009</td>
<td>right foot / football</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>08/15/2009</td>
<td>shin/volleyball</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10/15/2009</td>
<td>left ankle / football</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>09/05/2009</td>
<td>left leg/game</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11/30/2009</td>
<td>right knee / practice</td>
<td>Yes</td>
<td>Pended Due To Processor Limit</td>
</tr>
<tr>
<td></td>
<td>08/28/2009</td>
<td>head / football</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>09/11/2009</td>
<td>right chin / football</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10/10/2009</td>
<td>right knee/volleyball/CLUD PT B &amp; PRM INSUR N/RCV</td>
<td>No</td>
<td>No Benefits Payable</td>
</tr>
<tr>
<td></td>
<td>08/15/2009</td>
<td>left knee / tennis</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>09/11/2009</td>
<td>right knee*DO NOT SET UP BILLS** NOT TX FREE 07/08 C</td>
<td>No</td>
<td>Pended No Bills</td>
</tr>
<tr>
<td></td>
<td>08/21/2009</td>
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- End of Report -