



REGION ONE EDUCATION SERVICE CENTER  
Purchasing Department  
1900 West Schunior Street • Edinburg, Texas 78541-2233  
Office: (956) 984-6178 • Fax: (956) 984-7654  
Website: <http://www.esc1.net>

## REQUEST FOR PROPOSALS

Date: April 23, 2014  
Proposal Category: **GROUP AND VOLUNTARY PRODUCTS**  
Proposal Number: 14-04-22

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The Region One Education Service Center is accepting proposals for:

### Group and Voluntary Products

Sealed proposals are to be mailed or hand delivered to the attention of Marc David Garcia, Purchasing Specialist, Region One ESC, 1900 West Schunior Street, Edinburg, Texas 78541-2233. Please mark your envelope plainly: **Group and Voluntary Products Proposal 14-04-22**

Sealed proposals will be accepted until 3:00 p.m. on Wednesday, May 14, 2014, at which time they will be opened. Proposals will be opened in the Business Office of Region One ESC, 1900 West Schunior Street, Edinburg, Texas. Bidders are invited to be present at the opening of the proposals at the above date and time. Only proposals received by the date and time specified will be considered. Proposals received after the deadline are considered late and will be returned unopened. Region One ESC is not responsible for proposals misplaced or mailed incorrectly. **Faxed or E-mailed proposals will not be accepted.**

Please reply using the enclosed forms. Please submit an original and two (2) copies of your proposal. Any questions on this proposal should be submitted in writing to Region One ESC's consultant William Rusteberg via email: [riskmanager@sbcglobal.net](mailto:riskmanager@sbcglobal.net).

The awarding of the proposal will take place at a public Region One ESC board meeting. The Board of Region One ESC reserves the right to accept, reject any and/or all proposals, waive minor technicalities, to award contracts for individual items as they may appear advantageous to the Region One ESC or to award the proposal to the most responsible offeror which best serves the interest of the Region One ESC.

We look forward to hearing from you.

Sincerely,

Dr. Cornelio Gonzalez  
Executive Director

Frances Guzman  
Deputy Director for Business Operations and Finance Support

Enclosure

**REGION ONE EDUCATION SERVICE CENTER**  
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**REGION ONE EDUCATION SERVICE CENTER  
 PROPOSAL PACKAGE CHECKLIST REMINDER  
 GROUP AND VOLUNTARY PRODUCTS  
 PROPOSAL 14-04-22  
 DUE: MAY 14, 2014**

In order for your proposal to be considered in the proposal process, the following items are required to be included in the proposal package:

DESCRIPTION OF ITEM	YES	NO	N/A
1. ALL TERMS & CONDITIONS AND GENERAL REQUIREMENTS	___	___	___
2. FORM W-9 (Fill in <b>ALL</b> blank lines, sign and date)	___	___	___
3. PROPOSAL SPECIFICATION REQUIREMENTS (Fill in <b>ALL</b> blank lines, as needed)	___	___	___
4. CONSIDERATION TO AWARD CONTRACT	___	___	___
5. CERTIFICATE OF RESIDENCY/OUT OF STATE CERT.	___	___	___
6. FELONY CONVICTION NOTIFICATION (Fill in one of the appropriate sections – A, B or C)	___	___	___
7. CONFLICT OF INTEREST QUESTIONNAIRE (Fill in blank lines on forms completely and sign)	___	___	___
8. NON-COLLUSION STATEMENT & SIGNATURE SHEET (Fill in blank lines on form completely and sign forms)	___	___	___
9. SIGNATURE SHEET (Fill in appropriate information)	___	___	___
10. BIDDERS PREFERENCE/TX FAMILY CODE CERT. (Fill in appropriate information)	___	___	___
11. VENDOR ACKNOWLEDGEMENT FORM (Fill in appropriate information)	___	___	___
12. ITEM CHECKLIST (Fill in appropriate information)	___	___	___

**\*\*FAILURE TO MANUALLY SIGN THE PROPOSAL WILL DISQUALIFY IT\*\***

**REGION ONE EDUCATION SERVICE CENTER**  
956-984-6178 \* 1900 WEST SCHUNIOR STREET \* EDINBURG TEXAS 78541-2233

**STANDARD TERMS AND CONDITIONS**

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

**1. SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

(a) Seller's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed as to secure the lowest transportation costs and to conform with requirements of common carriers and any other specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**2. SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

**3. TITLE AND RISK OF LOSS:** Title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

**4. DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid: Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

**5. NO PLACEMENT OF DEFECTIVE TENDER:** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

**6. PLACE OF DELIVERY:** The place of delivery shall be set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

**7. INVOICE AND PAYMENTS:**

a. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Region One Education Service Center, Accounts Payable, 1900 West Schunior Street, Edinburg, TX 78541-2233. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable department advised of any changes in your remittance addresses.

b. Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.

c. Do not include Federal Excise, State or City Sales Tax. The Region One Education Service Center shall furnish exemption certificate, if required.

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

**9. SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

**10. WARRANTY PRICE:**

a. The price paid by the buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of like kind and specification covered by this agreement

for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed retained to solicit this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For the breach or violations of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**11. WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the good furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the Seller, if any. In the event of a conflict between the specifications, drawings and descriptions the specifications shall govern.

**12. SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time or 30 days whichever is shorter, correction may be made by the buyer at Seller's expense.

**13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to seller for indemnification in the event that seller is sued on the ground of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of the agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

**14. RIGHT TO INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

**15. CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

**16. TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work here-under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

**17. FORCE MAJEURE:** If by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, or any other causes no reasonably in the control of the party claiming such inability.

**18. ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**19. WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

**20. MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

**21. INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the code is to control.

**22. APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the agreement.

**23. ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**24. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that demand is made and no assurance is given within (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**25. VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

**26. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or Region One Education Service Center employee shall have a financial interest, direct or indirect, in any contract with the Region One Education Service Center, or shall be financially interested, directly or indirectly, in the sale to the Region One Education Service Center of any land, materials, supplies or services, except on behalf of the Region One Education Service Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from their office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the Region One Education Service Center shall render the contract null and void.

**27. OVERCHARGES:** Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

**REGION ONE EDUCATION SERVICE CENTER**  
**GENERAL TERMS AND CONDITIONS**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

**THE WORDS “BIDS, 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 QUOTES, ETC. TO WHICH THEY ARE ATTACHED**

- 1. INSTRUCTIONS TO BIDDERS:** Bidders shall carefully examine the specifications and other documents. Should the bidder find discrepancies in, or omissions from the specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the Region One Education Service Center and obtain clarification by addendum prior to submitting any bid.
  
- 2. APPLICABILITY:** These conditions are applicable and form a part of all contract documents and a part of the terms and conditions of any bid submitted, unless, bidder takes exception in writing when submitting quotations.
  
- 3. PROPOSAL SUBMISSION:** A signed, submitted proposal constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation. Proposals must be submitted on this form only and must reach the Region One Education Service Center Business Office, 1900 West Schunior Street, Edinburg, Texas 78541-2233 on or before 3:00 PM, Wednesday, May 14, 2014. Submit one (1) original and two (2) copies in a sealed envelope, plainly marked **SEALED PROPOSAL: 14-04-22 Group And Voluntary Products, 1900 West Schunior Street, Edinburg, Texas 78541-2233, Attention: Marc David Garcia, Purchasing Specialist**. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. It will be the responsibility of the bidder to deliver the proposal to the office of the Purchasing Specialist at the Business Office before the proposal opening time. The Region One Education Service Center will not be responsible for delivering mail to the Purchasing Department from the post office. Vendors are advised to hand deliver all proposals to the Purchasing office well in advance of the proposal opening time. Late proposals will be returned unopened. Proposals are to be delivered to Region One Education Service Center F.O.B. Inquiries pertaining to this proposal should be identified by title, date and proposal number. In the event you are unable to proposal, please so indicate on this form and return to us.
  
- 4. SEALED PROPOSAL:** Only sealed proposals are acceptable. Faxed or telephone proposals will not be accepted by Region One Education Service Center.
  
- 5. ACCEPTANCE:** Region One Education Service Center reserves the right to accept or reject any or all proposals, to waive all formalities in the proposal process and to accept the offer considered most advantageous to the Region One Education Service Center.

- 6. ERROR/QUANTITY:** Proposals must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit price will govern.
- 7. ACCURACY OF PROPOSALS:** It is specifically understood and provided that a bidder's proposal represents a true and correct statement of such proposal and contains no clause for claim of omission or error. Any bidder who is extended the privilege of withdrawing a bid because of having proven mechanical error in their bid will be removed from the bid list.
- 8. DELIVERIES:** All deliveries required in this bid will be freight prepaid, F.O.B. destination. Bid prices will include all freight and delivery charges. The Region One Education Service Center and its member districts assume no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by Region One Education Service Center and/or its member districts of damage.
- 9. PRICES:** Proposal prices must be for a minimum of ninety (90) days from the date of proposal closing. In the case of an annual contract bid request, the price must remain firm for the period specified. "Discount from List" bids are not acceptable unless specifically requested.
- 10. AUTHORIZED SIGNATURE:** Proposals must show full firm name and address of bidder, and be manually signed. Failure to do so will disqualify proposal. Person signing proposal must show title or authority to bind his firm in a contract.
- 11. WITHDRAWAL OF PROPOSAL:** Will not be allowed for a period of 60 days following the proposal opening. No proposal may be withdrawn after closing without acceptable reason in writing and with the approval of the Deputy Director Business Operations and Finance Support.
- 12. ALTERING PROPOSALS:** Proposals cannot be altered or amended after proposal closing. Alterations or interlineations made before proposal closing must be initialed by bidder to guarantee authenticity.
- 13. INVOICES:** All invoices must be submitted for payment by the successful proposer to the Region One ESC member to the address provided.
- 14. CASH DISCOUNT:** Payment terms are Net 30 days given that the goods and/or services received are in satisfactory condition. Any discounts available to the Region One ESC member for early payment should be noted. Discounts may be considered in determining low bid.
- 15. TAXES:** The Region One Education Service Center and its member districts are exempt from State sales tax. Taxes must not be included in the proposal. Tax exemption certificates will be executed by the Region One Education Service Center and its member districts and furnished upon request.



**16. INSURANCE:** All proof of insurance and/or workman's compensation that is required by the Region One Education Service Center for said bid item(s), should be submitted to the Director of Facilities/Operations prior to commencement of the project. The Region One Education Service Center reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the vendor.

**INSURANCE REQUIREMENTS:** Bidder must carry and provide proof of insurance which meets the requirements established by the Region One ESC. Proof of insurance coverage must be submitted with bid. *This insurance is required for work done on ESC property.*

Workman's Compensation Employer's Liability	Statutory Limits \$500,000 each accident \$500,000 policy limit \$500,000 each employee
General Liability Bodily Injury & Property Damage	\$500,000 Combined Single Limits/\$1,000,000 Aggregate
Automotive Liability Bodily Injury Property Damage	\$250,000 each person \$500,000 each accident \$250,000

**17. SPECIFICATIONS:** Specifications may be those developed by the Purchasing Department to represent items of regularly manufactured products.

- a. Region One Education Service Center specifications have been developed by the Purchasing Department to show minimal standards as to the usage, materials, and contents based on their needs.
- b. Manufacturer's specifications, when used by the Region One Education Service Center, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered.

**18. EQUIVALENT CAUSE:** Whenever in any of the Conditions of Agreement, an article, or material, is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or Region One Education Service Center approved equal", if not inserted, will be implied. The specific article or material mentioned will be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and will not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. If brand other that specified is offered, complete descriptive information of said article must be included with the bid. If bidder takes no exception to specifications of referenced data, brand names, models, etc. as specified, must be available for inspection by Region One Education Service Center's personnel.

**19. SAMPLES:** When called for, samples will be submitted with the bid unless stated otherwise. Samples will be delivered by the bidder to the attention of the Purchasing

Specialist, 1900 West Schunior Street, Edinburg, Texas 78541-2233, prior to the opening of the bids, and placed in a location designated for examination of such samples. Each sample will be clearly tagged to show the bidder's name, address, bid title and bid item number for which the sample is proposed.

- a. Additional samples needed for a bid to be evaluated properly will be delivered within five (5) working days from the time the vendor is notified by the Purchasing Department.
- b. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

**20. EXCEPTIONS:** All proposals must include a detailed statement of exceptions taken to any part of the request. Note any deviation from the specifications and submit those changed specifications as alternates.

**21. WARRANTY CONDITIONS:** Warranty conditions for all components will be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Bidder will be an authorized dealer, distributor or manufacturer for the product. All components bid will be new unless clearly stated in writing. All applicable warranty literature must be submitted with bid.

**22. DELIVERIES/PENALTIES:** Bid must show the number of calendar days required to place the materials in the possession of the Region One ESC member districts. Do not quote shipping dates. Failure to specify the delivery date will obligate bidder to complete delivery in two (2) weeks from the date the bid is awarded. Unrealistically short or undue long delivery promises may cause the bid to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the bid vendor list.

**23. DELIVERY TIME:** Deliveries will be accepted only during normal working hours, 8:00 AM to 4:00 PM, Monday through Friday at the designated Region One ESC facility, unless otherwise specified.

**24. EVALUATION OF PROPOSAL:** All proposal evaluations will take into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor's service and date of proposed delivery and placement. It is not the policy of the Region One Education Service Center to award on the basis of low proposal alone. Quality and suitability to purposed being the controlling factors: it being understood that Region One Education Service Center reserves the right to arrive at such by whatever means Region One Education Service Center may determine.

**25. REMEDIES:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

**26. ADMINISTRATIVE REMEDIES:** Bidder agrees to exhaust its administrative remedies under Region One Education Service Center Policy or the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any

matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

**27. PROPOSAL SUBMISSION:** By submitting a proposal, each bidder agrees to waive any claim it has or may have against Region One Education Service Center and its respective employees and officers and consultants and their respective employees and officers, arising out of or in connection with the administration evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

**28. CONTRACT FOR PURCHASE:** Contract for purchase will be put into effect by means of a Region One Education Service Center or member district purchase order(s) executed by the Region One Education Service Center Business Office or Region One ESC member district after proposals have been awarded. Any additional agreement/contracts to be signed by Region One Education Service Center will be included with the proposal.

**29. CONDITION:** Unless otherwise indicated, items will be new, unused and in first class condition and delivered in containers suitable for damage-free shipment and storage. Region One Education Service Center will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

**30. TIE PROPOSALS:** Consistent and continued tie bidding on any commodity could cause for rejection of all proposals by the Region One Education Service Center and/or investigation by the Attorney General to determine possible Anti-Trust violations.

**31. PATENT RIGHTS:** The vendor agrees to protect the Region One Education Service Center from any claim involving patent right infringement of copyrights on goods supplied.

**32. NO BID:** Vendors who do not bid are requested to notify the Region One Education Service Center Purchasing Department in writing if they wish to receive future bids. Failure to do so may result in their being deleted from Region One Education Service Center's vendor list.

**33. UNRESPONSIVE VENDORS:** Proposals from unresponsive vendors will not be accepted. Bidders having a history of inconsistent service and unreliability will not be considered by the Region One Education Service Center to be a responsible bidder.

**34. RESPONSIBLE BIDDER:** The business must be a well-established, financially stable organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

**35. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or Region One Education Service Center employee shall have a financial interest, direct or indirect, in any contract with the Region One Education Service Center, or shall be financially interested, directly or indirectly, in the sale to the Region One Education Service Center of any land, materials, supplies or services, except on behalf of the

Region One Education Service Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from their office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the Region One Education Service Center shall render the contract null and void.

**36. PUBLIC INFORMATION:** Region One considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act, (Texas Government Code, Chapter 552.001, et seq.,) after a contract is awarded. Respondents are hereby notified that Region One strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, Region One cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondents including information it considers confidential in its proposal are encouraged to consult their attorney regarding protection of this information.

**37. PROTEST PROCEDURES:** In the event of a timely protest, the Purchasing Department shall take any action reasonably necessary to resolve a protest of an aggrieved bidder/offer concerning procurement. The Purchasing Department shall promptly issue a determination to the protester which states the reasons for action taken, and inform the protester of the right to appeal to the Deputy Directory for the Division of Business and Operations. The Deputy Director shall promptly issue a determination to the protester and inform the protestor of the right to appeal to the Executive Director. The Executive Director shall promptly issue a determination to the protestor and inform the protestor of the right to appeal to the Board of Directors.

**38. TERMINATION FOR DEFAULT:** Region One ESC reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Region One ESC in the event of breach or default of this contract. Region One ESC reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- a. Meet schedules;
- b. Default in the payment of any fees;
- c. Otherwise perform in accordance with these specifications.

**39. REPRESENTATION:** The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Region One ESC determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Region One ESC, Region One ESC may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by Region One ESC for the unexpired term of the Agreement.

**40. BREACH OF CONTRACT:** Or default authorizes Region One ESC to exercise any or all of the following rights:

- a. Region One ESC may take possession of the assigned premises and any fees accrued or becoming due to date;
- b. Region One ESC may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
- c. Region One ESC reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Region One ESC.
- d. In such event, the District may charge the successful bidder the difference for any additional cost of such bid item.

**41. IN THE EVENT:** The successful bidder shall fail to perform, keep or observe any of the terms and conditions, Region One ESC shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Region One ESC within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

**42. BIDDER, IN SUBMITTING THIS BID:** Agrees that Region One ESC shall not be liable to prosecution for damages in the event that Region One ESC declares the bidder in default.

**43. CONTRACTS AND AGREEMENTS:** All contracts and agreements between Merchants and Region One Education Service Center will strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text.

**44. QUESTIONS:** Any question concerning this proposal should be addressed to the Region One Education Service Center's Consultant William Rusteberg at [RiskManager@sbcglobal.net](mailto:RiskManager@sbcglobal.net) or (361) 293-3271.

**REGION ONE EDUCATION SERVICE CENTER**  
**GENERAL REQUIREMENTS AND INSTRUCTIONS**  
**GROUP AND VOLUNTARY PRODUCTS**  
PROPOSAL 14-04-22  
DUE: MAY 14, 2014

**NOTICE TO OFFERORS**

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF PROPOSALS UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL. **ANY EXCEPTIONS MUST BE IN WRITING.**

A. Information

1. The information contained in these specifications is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan:

**Group and Voluntary Products**

2. Region One ESC (referred to as the Center) reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve the interest of the Center. The Center also reserves the right to waive or dispense with any of the formalities contained herein.
3. Proposals are to be submitted on the basis of the specifications contained herein. Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.
4. Specification price sheets, specifications and necessary information are attached and made a part of this Request for Proposal.
5. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an expressed or implied warranty.
6. No telephone or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Services, Federal Express, UPS, other courier services or personally delivered by proposer. The Center will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened upon proposer's request and expense.
7. Read and comply as applicable with the Terms and Conditions.
8. Vendors are cordially invited to the proposal opening, but are not required to attend.

## B. Legal

1. All parties submitting proposals are expected to comply with Federal, State and local insurance laws and regulations relative to the preparation and submissions of insurance proposals. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), Health Insurance Portability and Accountability Act (HIPAA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.
2. The contractor agrees to protect Region One Education Service Center from claims involving infringement of patents or copyrights.

## C. Communication

1. Proposals are to be sealed in an envelope clearly labeled SEALED PROPOSAL: 14-04-22 Group and Voluntary Products. Proposer is required to provide one (1) original and two (2) copies of proposal and submitted to:

Marc David García  
Purchasing Specialist  
Region One ESC  
1900 West Schunior Street  
Edinburg, Texas 78541-2233

2. Requests for information, must be in writing and must be e-mailed to:

William Rusteberg  
Consultant  
Phone : (361) 293-3271  
Email: [RiskManager@sbcglobal.net](mailto:RiskManager@sbcglobal.net)

3. Copies of all correspondence relevant to this assignment will be distributed to all interested participants.
4. It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all responses for accuracy before submitting a response. Any objections or clarifications to the specifications requirements as set forth in this request for proposal must be filed in writing by Friday, May 2, 2014 to:

Marc David García  
Purchasing Specialist  
Region One ESC  
1900 West Schunior Street  
Edinburg, Texas 78541-2233  
[mdgarcia@esc1.net](mailto:mdgarcia@esc1.net)

#### D. Time Frame

Advertise	April 23, 30
Release RFP	April 23
RFP Deadline	May 14
Approval by ESC Board	June 11
Open Enrollment	July 14 – August 14

1. The specifications will be available to interested parties **on or after April 23, 2014** on line at <http://www.esc1.net> or at the Region One Education Service Center Purchasing Office, 1900 West Schunior Street, Edinburg, Texas 78541-2233.
2. Proposals (***one (1) original and two (2) copies***) must be delivered to Region One ESC, Purchasing Office, 1900 West Schunior Street, Edinburg, Texas 78541-2233, **no later than 3:00 pm, Wednesday, May 14, 2014** in sealed envelopes, clearly marked:

#### ***SEALED PROPOSAL: 14-04-22 Group and Voluntary Products***

3. The proposals will be opened in public at **3:00 pm, Wednesday, May 14, 2014**. The proposals shall be opened in a manner to avoid disclosure of contents to competing vendors and the names of companies submitting proposals will be read aloud at the designated proposal deadline. Proposal contents will be kept confidential during the process of proposal negotiations.
4. The parties submitting the selected proposal will be notified on or about June 18, 2014 of the Center's decision.
5. Enrollment dates for employees: July 14, 2014 through August 14, 2014
6. Contract effective date is September 1, 2014.
7. Selected vendors are to deliver announcement materials for distribution to employees during the month of September 2014.

#### E. Proposals

1. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications **must** be explicitly identified. Proposals are to be prepared in a set of **three (one (1) original and two (2) copies)**. It is the Proposer's responsibility to have the proposal correctly mailed and in the Purchasing Department by the specified date and time. Late proposals will not be considered under any circumstances. All late proposals will be returned to the appropriate vendors unopened.
2. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications. A person authorized to sign the proposal must initial erasures or other modifications in the proposals.



3. Request for interpretation of the specifications will be provided by:

William Rusteberg  
Consultant  
Phone: (361) 293-3271  
Email: [RiskManager@sbcglobal.net](mailto:RiskManager@sbcglobal.net)

All such responses will be made in writing. Oral explanations will not be binding.

4. The contents of the proposals shall be kept confidential during the process of negotiations. After the insurance agreement is awarded, all proposals will be available for public inspection.
5. At any time prior to the specified proposal deadline, a vendor (or his designated representative) may withdraw his proposal by submitting this request in writing.
6. Region One Education Service Center reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be available to all prospective proposers.
7. Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations are to be explained in detail.

#### F. Disqualification and Rejection of Proposals

1. Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.
2. Participants in the Request for Proposal process are cautioned to refrain from contacting administration, staff and members of the Board of Directors of Region One Education Service Center to attempt to influence, gain favor, or otherwise offer inducements to influence the RFP process. Failure to adhere to this prohibition may disqualify your firm for further evaluation.
3. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

#### G. Selection of Vendor

1. Region One ESC reserves the right to accept or reject any or all of the proposals, in whole or in any part thereof, and to waive any or all informalities in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Service Center. Region One Education Service Center reserves the right to award the contract to the proposer providing the best value. Proposals will be

carefully evaluated for cost, effectiveness, for coverage provisions, and for compliance with the coverage and servicing criteria contained in the specifications. The competency and responsibility of all proposals shall be taken into consideration in the awarding of the contract for this proposal. If proposers are unknown to the Region One Education Service Center, or their competency questioned, it shall be understood that they will, upon request, file with the ESC reliable data and reference for investigation as it deems necessary to determine the ability of the proposer to provide the contents of this proposal. The Region One ESC Board of Trustees will make the final decision of agreement award. It is not the policy of Region One Education Service Center to purchase on the basis of low price alone. The contract will be awarded to the responsible vendor(s) who submits a superior but economical proposal based on the relative importance of the following considerations, all or in part, will be taken into account:

1. Price
  2. Reputation of the vendor and of the vendor's goods or services
  3. Quality of the vendor's goods or services
  4. Extent to which the goods or services meet the Region One Educational Service Center's needs
  5. Vendor's past relationship with Region One Educational Service Center
  6. Impact on Region One ESC to comply with laws and rules relating to historically underutilized businesses
  7. Total long-term cost to the Region One Educational Service Center to acquire the vendor's goods or services
  8. Whether the vendor's ultimate parent company or majority owner (a) has its principal place of business in this State, or (b) employs at least 500 persons in this State;
  9. Any other relevant factor that a private business entity would consider in selecting a vendor
2. Awards shall be made with reasonable promptness to the vendor(s) whose proposal best conforms to the invitation and will be the most advantageous to Region One Education Service Center with respect to conformity to the specifications and other factors.
3. **The following criteria will be utilized to evaluate proposals:**
- a. Price
  - b. Reputation of Vendor
  - c. Vendor's Goods or Services
  - d. Meets needs of Region One ESC
  - e. Quality of Goods or Services
  - f. References
4. Region One Educational Service Center, notwithstanding any other provisions of this Request for Proposal (including all attached documents) expressly reserves the right to:
- a. Waive any insignificant defect or informality in any proposal procedure.
  - b. Reject any or all proposals.
  - c. Reissue a Request for Proposal.

5. A proposal in response to a Request for Proposal is an offer by a vendor to contract with Region One Education Service Center based upon the terms, conditions and specifications contained in the Region One Education Service Center's proposal invitation. Proposals do not become contracts unless and until the Region One Education Service Center's Board of Directors accepts them.
6. Acceptance is to be confirmed by award letter and purchase order issued by Region One Education Service Center.

#### H. Terms of Agreements

1. Region One ESC is seeking an agreement for a term of two (2) years with the option to terminate the contract during the term of the contact or at the end of each anniversary date on sixty (60) days notice. The Service Center also reserves the right to extend the contract for two (2) additional one (1) year extensions if both parties agree to the extension.
2. Region One ESC reserves the right to terminate the agreement at the expiration of the budget period, during the term of the agreement or at the end of the anniversary date on a sixty (60) days notice. The agreement will be for current revenues only in accordance with Local Government Code Section 271.903 to terminate the agreement.
3. All contract obligations shall prevail for at least ninety (90) days after the effective date of the contract. After such period, for the protection of both parties, this contact may be canceled in whole or in part by either party giving sixty (60) days prior notice in writing to the other party. Such notice by the contractor shall in no way be construed as taking away the right of Region One Education Service Center to cancel for unsatisfactory performance or other due cause.
4. The agreement is to contain cancellation provision that provides for sixty (60) days notice of cancellation (except for non-payment) and sixty (60) days notice for non-renewal or material change.
5. Region One ESC reserves the right to terminate the agreement at any time for any or no reason. **If termination of agreement is necessary, NO termination penalties will be imposed.**

#### I. Qualification of Insurers

1. Insurance companies must have a general policyholder's rating of A- or better. Insurers shall be duly licensed-and comply with all applicable insurance laws and requirements of the Texas State Board of Insurance.
2. Proposals will be accepted for intergovernmental risk sharing pools organized in accordance with article 4413(32c), Texas Interlocal Cooperation Act. Self-insured pools must include a current **financial statement** (Balance Sheet and Statement of Operations) including the auditor's opinion, and Reinsurance Provisions.

#### J. Agent Minimum Qualifications

1. All agents submitting proposals for this insurance must meet the following minimum qualifications:
  - The agency must be properly licensed in Texas.
  - The agency must have been in business for at least five (5) years.
  - The agency must assign a minimum of one qualified account representative to service the Center.
  - A certificate of the agent's E&O insurance must be included with the proposal.

#### K. Copies of Policies

1. It is required that a complete specimen policy (including all forms, endorsements, exclusions and policy jackets) and appropriate contractual documents be furnished with proposal.

#### L. Authorized Signature

1. All proposal forms must be signed by persons who have legal authority to bind the insurer and administrator to the services that are proposed. Proposer must give full firm name and address. Failure to sign proposal will disqualify it. Person signing the proposal shall show **Title of Authority to Bind His/Her Firm in a Contract.**

#### M. Enrollment

1. The provider will be expected to provide a knowledgeable person to explain benefit provisions during enrollment periods. The selected Providers will also be responsible for providing enrollment materials prior to the employee benefit enrollment period. Company must provide materials for new employee orientation packets to the Personnel Department. New employees are eligible to enroll within thirty (30) days of employment.

Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Website: \_\_\_\_\_

Form **W-9**  
 (Rev. January 2011)  
 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.**

See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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
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 backup 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**REGION ONE EDUCATION SERVICE CENTER  
PROPOSAL SPECIFICATION REQUIREMENTS  
GROUP AND VOLUNTARY PRODUCTS  
PROPOSAL 14-04-22  
DUE: MAY 14, 2014**

**TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH PROPOSAL**

Is this proposal in conformance with the enclosed specifications?

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

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the offeror shall supply all items as specified. Failure to indicate any difference in products offered in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments:

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**REGION ONE EDUCATION SERVICE CENTER**  
**CONSIDERATIONS TO AWARD THE CONTRACT**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

**It is the intent of these specifications to secure proposals for:**  
**Group and Voluntary Products Proposal 14-04-22,**  
**Due Wednesday, May 14, 2014 @ 3:00 pm**

<p>For further information, Please submit questions in writing to: William Rusteberg Consultant Phone (361) 293-3271 Email: <a href="mailto:RiskManager@sbcglobal.net">RiskManager@sbcglobal.net</a></p>
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According to the Texas Education Code, Subchapter B, Section 44.031(b), in determining to whom to award a contract, the Region One ESC Purchasing Cooperative shall consider the following:

- (1) The cost to Region One ESC members;
- (2) The reputation of the vendor and of the vendor's goods and services;
- (3) The quality of the vendor's service(s)/good(s);
- (4) The extent to which the goods or services meet Region One ESC needs;
- (5) The vendor's past relationship with Region One ESC, if any;
- (6) The impact on Region One ESC to comply with laws and rules relating to historically underutilized businesses;
- (7) The total long-term cost to Region One ESC to acquire the vendor's service(s)/good(s);
- (8) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor's ultimate parent company or majority owner (a) has its principal place of business in this State, or (b) employs at least 500 persons in this State;
- (9) Any other relevant factor that Region One ESC would consider in selecting a vendor.

**REGION ONE EDUCATION SERVICE CENTER**  
CERTIFICATE OF RESIDENCY  
GROUP AND VOLUNTARY PRODUCTS  
PROPOSAL 14-04-22  
DUE: MAY 14, 2014

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.001>. This law makes it necessary for the Region One ESC to determine the residency of its bidders. In part, this law reads as follows:

“Section: 2252.001

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

Section: 2252.002

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

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

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

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

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ in the state of \_\_\_\_\_.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**REGION ONE EDUCATION SERVICE CENTER**  
**OUT OF STATE CERTIFICATION**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

As defined by Texas House Bill 602, a “nonresident bidder” means a bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Bidder**”:

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

If your company’s principal location is out of state and you are claiming “Resident Bidder” status, does your company employ 500 or more persons within the State of Texas?

- Yes  
 No

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I certify that my company qualifies as a “**Nonresident Bidder**”  
(NOTE: You must furnish the following information)

Indicate the following information for your “**Resident State**”:  
(The state your principal place of business is located in)

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

A. Does your “resident state” require bidders whose principal place of business is in Texas to under price bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

- Yes  
 No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_%

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By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

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

\_\_\_\_\_  
Signature of Authorized Company Official

**REGION ONE EDUCATION SERVICE CENTER**  
**FELONY CONVICTION NOTICE**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

State of Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, 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

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

***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 and to the best of my knowledge.***

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

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

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

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

- B. My firm is not owned or operated by anyone who has been convicted of a felony.

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**REGION ONE EDUCATION SERVICE CENTER  
 CONFLICT OF INTEREST QUESTIONNAIRE  
 GROUP AND VOLUNTARY PRODUCTS  
 PROPOSAL 14-04-22  
 DUE: MAY 14, 2014**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law, this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
	Date Received
<p><b>1 Name of person doing business with local governmental entity.</b></p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b></p>	
<p><b>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</b></p>	

**5 Name of local government officer with whom filer has affiliation or business relationship.**  
**(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship.

**6 Describe any other affiliation or business relationship that might cause a conflict of interest**

\_\_\_\_\_  
**Signature of person doing business with the governmental entity**

\_\_\_\_\_  
**Date**

**REGION ONE EDUCATION SERVICE CENTER  
NON-COLLUSION STATEMENT  
GROUP AND VOLUNTARY PRODUCTS  
PROPOSAL 14-04-22  
DUE: MAY 14, 2014**

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Region One Education Service Center that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid;

the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid;

the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Region One Education Service Center concerning this bid on the basis of any consideration not authorized by law;

the Bidder also certifies and represents that Bidder has not received any information not available to other Bidders so as to give the undersigned an advantage with respect to this bid;

the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Region One Education Service Center in return for the person having exercised the person's official discretion, power or duty with respect to this bid;

the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the Region One Education Service Center in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid;

the Bidder certifies that the Bidder has not prepared this bid and will not prepare any future bids arising from this Invitation to Bid in collusion with any other respondent, and that the content of any future bids arising out of this Bid will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the Service Center's selection of a contractor for this Bid.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
TYPED NAME OF REPRESENTATIVE(S)

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE(S)

\_\_\_\_\_  
DATE

**REGION ONE EDUCATION SERVICE CENTER**  
**SIGNATURE SHEET**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, 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 or any individual affiliated with Region One ESC prior to the official opening of this proposal.

I further affirm that the contents of this proposal will not be discussed with any individual other than the Compliance Auditor (or his designee) prior to the approval of this proposal by the Board. Failure to observe this procedure may be cause for rejection of the proposal.

I, \_\_\_\_\_, have read the standard terms and conditions.  
(Print/Type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements.

I fully understand the proposal specifications.

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

(AREA CODE) TELEPHONE (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE                      DATE                      TITLE

\_\_\_\_\_  
PRINTED NAME OF ABOVE                      EMAIL

**The signing of this page indicates understanding and acceptance of this proposal's terms and conditions.**

**REGION ONE EDUCATION SERVICE CENTER**  
**BIDDER PREFERENCE/TEXAS FAMILY CODE CERTIFICATION**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

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**BIDDER PREFERENCE CERTIFICATION**

---

ANSWER THE FOLLOWING QUESTIONS:

1. Is your principle place of business in TEXAS? YES \_\_\_\_\_ NO \_\_\_\_\_
2. If NO, in which state is your principle place of business? \_\_\_\_\_
3. If NO, does your state favor resident Bidders by a dollar increment or percentage?  
YES \_\_\_ NO \_\_\_
4. If Yes, what is the dollar increment or percentage? \_\_\_\_\_

For information these questions, see Article 601g of the Texas Civil Statues.

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**CERTIFICATION REGARDING TEXAS FAMILY CODE**

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As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73<sup>rd</sup> 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 doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

(AREA CODE) TELEPHONE (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME OF ABOVE





**REGION ONE EDUCATION SERVICE CENTER**  
**NO PROPOSAL NOTIFICATION**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

Region One ESC is interested in receiving competitive pricing on all items it proposals. We place significant value on quality vendors and we also desire to keep your firm as a proposer and a supplier of materials, equipment and/or services; therefore, it is important for us to determine why you are not proposing on this contract item. We will analyze your response and attempt to determine if future changes are necessary in our specification development and procedures.

I/WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:  
(Please place an **X** by one or more of the reasons listed below.)

1.  Do not supply the requested product/service.
2.  Quantities offered or scope of job is **TOO SMALL** to be supplied by my company.
3.  Quantities offered or scope of job is **TOO LARGE** to be supplied by my company.
4.  Specifications are "too tight" or appear to be written around a proprietary product. (Please elaborate on this item.)
5.  Cannot proposal against **MANUFACTURER** on this item.
6.  Cannot proposal against **JOBBER** on this item.
7.  Time frame for proposing was too short. (Please elaborate on your primary reason for this judgment.)
8.  Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF YOU **DID NOT PROPOSE** and wish to remain on the Region One ESC bid list for this item, please indicate:

- I wish to remain on the bid list.  
 I do not wish to remain on the bid list.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE **PRINT**

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
EMAIL

**REGION ONE EDUCATION SERVICE CENTER**  
**ITEM CHECK LIST**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

<u>ITEMS CHECK LIST</u>	<b>YES</b>	<b>NO</b>
1. Used Region One ESC Forms.	<input type="checkbox"/>	<input type="checkbox"/>
2. Bid Price firm ninety days after bid opening without board action.	<input type="checkbox"/>	<input type="checkbox"/>
3. Acknowledgment Form shows full name and address of Bidder.	<input type="checkbox"/>	<input type="checkbox"/>
4. Acknowledgment Form signed by authorized representative.	<input type="checkbox"/>	<input type="checkbox"/>
5. Literature submitted is the most current reflecting item(s) being bid.	<input type="checkbox"/>	<input type="checkbox"/>
6. I/We have read and understand:		
I. Cancer Insurance Response Form, Pages 38.	<input type="checkbox"/>	<input type="checkbox"/>
II. Accident Insurance Response Form, Pages 39.	<input type="checkbox"/>	<input type="checkbox"/>
III. Critical Illness Insurance Response Form, Pages 40.	<input type="checkbox"/>	<input type="checkbox"/>
IV. Group Basic Insurance Response Form, Pages 41.	<input type="checkbox"/>	<input type="checkbox"/>
V. Supplemental Term, Life, AD&D Response Form, Pages 42.	<input type="checkbox"/>	<input type="checkbox"/>
V. Heat/Stroke Insurance Response Form, Pages 43.	<input type="checkbox"/>	<input type="checkbox"/>
V. Dental Insurance Response Form, Pages 44.	<input type="checkbox"/>	<input type="checkbox"/>
V. Vision Insurance Response Form, Pages 45.	<input type="checkbox"/>	<input type="checkbox"/>
V. Voluntary Long Term Disability Response Form, Pages 46.	<input type="checkbox"/>	<input type="checkbox"/>
V. Pre-paid Legal Insurance Response Form, Pages 47.	<input type="checkbox"/>	<input type="checkbox"/>
7. I/We have read, understand and acknowledge Standard, General Terms and Conditions, General Requirements and Instructions, Form W-9, Proposal Specification Requirements, Considerations to Award the Contract, Certificate of Residency, Felony Conviction Notification, Conflict of Interest Questionnaire, Non-Collusion Statement, Signature Sheet, Bidder Preference, Texas Family Code Certifications, Vendor Acknowledgment Form-Debarment, Lobbying and EPA statements, No Proposal Notification, Item Checklist, Hold Harmless Agreement and Specifications.	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE **PRINT**

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
EMAIL

**REGION ONE EDUCATION SERVICE CENTER**  
HOLD HARMLESS AGREEMENT VOLUNTARY PAYROLL DEDUCTION INSURANCE  
GROUP AND VOLUNTARY PRODUCTS  
PROPOSAL 14-04-22  
DUE: MAY 14, 2014

The Region One Education Service Center (The Center) requests that the Voluntary Payroll Deduction Insurance Company (The Company) execute a Hold Harmless Agreement that will include the following provisions:

1. The Company, its agents, and representatives shall comply with all pertinent written directives and reasonable request of the Center regarding the solicitation of employees and at the purchase of Voluntary Payroll Deduction Insurance.
2. The Company shall indemnify and hold harmless the Board of Trustees, the Center, its administration and employees, from every claim and demand, excluding those based upon negligence or act of the Board of Trustees, the Center, its administrators, employees, agents and representatives, which may be made by reason of negligence of the Company or its officers, directors, employees, agents or representatives resulting in the purchase of Voluntary Payroll Deduction Insurance by the Center through the company.
3. The Company, at its own expense, shall defend any legal proceedings that may be brought against the Board of Directors, the Center, its administrators and employees, regarding any claim or demand for which the Company is required hereunder to indemnify the Board of Directors, the Center, its administrators and employees and shall satisfy any judgment that may be rendered against any of them by reason of the purchase of Voluntary Payroll Deduction Insurance by the Center through the Company. The Center shall promptly notify the Company by Registered or Certified Mail upon the receipt of any such claim or demand.
4. The Center reserves the right, upon ninety (90) days written notice to the Center, by Registered or Certified Mail, to terminate this agreement but such termination shall in no manner affect any liability of the Company incurred prior to such termination.

**REGION ONE EDUCATION SERVICE CENTER**  
**SPECIFICATIONS**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

**A. SCOPE AND INTENT**

Region One Educational Services Center, hereinafter referred to as “ESC”, desires to solicit proposals for various products that may (or may not) be placed in the ESC Cafeteria Plan (IRC Section 125).

It is the desire of the ESC to work through a single source Cafeteria Plan Administrator. Product selection will be apart from the selection of a Plan Administrator.

Carriers/vendors whose products are awarded as a result of this Request for Proposal will be required to interface with the selected Plan Administrator to administer enrollment, eligibility, billing and billing remittance on behalf of the carrier/vendor. An inability to work with the selected Plan Administrator within the parameters set above may disqualify respondent from further consideration during the evaluation process.

Cafeteria Plan administration will not be tied to products. ESC will evaluate products independent of administration of the plan. ESC will determine which benefits and carriers will be part of the benefit menu options to be administered and managed by the Plan Administrator. A Plan Administrator may recommend certain policies/products and may offer products for consideration under this Request for Proposal. However, the Plan Administrator shall not require their products to be offered on an exclusive basis.

Independent insurance agents and brokers are encouraged to participate in this Request for Proposal process. It is recommended that Plan Administrators and carriers refrain from issuing duplicate quotes to more than one agent or broker. Should duplicate quotes be issued, agent selection will be decided by lottery.

**B. BACKGROUND**

ESC currently has a Section 125 program administered through David K. Young Consulting, LLC of San Antonio, Texas. The ESC also has available certain voluntary insurance benefits employees may purchase through payroll deduction. These voluntary benefits, with the exception of the Basic Life Insurance Plan, include:

- Cancer Insurance
- Accident Insurance
- Critical Illness Insurance
- \$25,000 Basic Life Insurance
- Supplemental Term Life & AD&D
- Heart Stroke Insurance
- Dental Insurance
- Vision Insurance
- Short Term Disability Insurance
- Prepaid Legal

### **C. POINT SYSTEM**

Each product will be evaluated on a stand-alone basis using standard methodology – uniformly among all proposals received. Due to the complexity of certain products and various options / add-ons available to plan participants, such as various levels of cancer, heart stroke and accident policies, the evaluation process will require respondents to complete and initial response forms within this Request for Proposal. FAILURE TO COMPLETE THE ENCLOSED RESPONSE FORMS WILL DISQUALIFY RESPONDENTS FROM FURTHER CONSIDERATION.

The evaluation process, in part, will utilize a weighted point system. Highest point score by a vendor will be assigned 100 points out of a possible 100 points. Lower scores will be assigned a reciprocal value for possible points of 99 or less out of a possible 100 points.

### **D. RESPONSE FORMS**

Response forms are not intended to be restrictive. Respondents must accompany the form with a corresponding Policy Form or Certificate of Coverage form the contents of which will be a part of the evaluation process.

### **E. PROPOSALS TO INCLUDE (In addition to Completed Response Form)**

1. Cost for all plans and options presented. The rates shall be quoted as monthly.
2. Full descriptions of all plans and optional improvements, incentives, or elections offered.
3. Listing of area clients including phone numbers of contact persons who would be able to provide the ESC with feedback concerning the services provided to them.
4. If the contract for product/s includes an option for discounted fees for Third Party Administration for the ESC Section 125 Plan with supporting cost and benefit information if applicable.

**REGION ONE EDUCATION SERVICE CENTER**  
**GROUP AND VOLUNTARY PRODUCTS**  
**CANCER INSURANCE RESPONSE FORM**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Benefits:**

1. Initial Diagnosis Benefits \_\_\_\_\_
2. Radiation/Chemotherapy Benefit \_\_\_\_\_
3. In-patient Surgical Benefits \_\_\_\_\_
4. Hospital Confinement Benefit \_\_\_\_\_
5. Guarantee Issue (yes or no) \_\_\_\_\_
6. Monthly Rate Single Only (Age 35-39) \_\_\_\_\_
7. Monthly Family Rate (Age 35-39) \_\_\_\_\_
8. Portability (yes or no) \_\_\_\_\_
9. Policy Number \_\_\_\_\_
10. Participation Requirement (%) \_\_\_\_\_

**IMPORTANT:** Policy Number must be indicated. Respondent must attach specimen policy matching the benefits listed above. Failure to provide this completed Response Form will disqualify you from further consideration.

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

Note: Respondent may be asked to provide additional information during the evaluation process.

**REGION ONE EDUCATION SERVICE CENTER**  
**GROUP AND VOLUNTARY PRODUCTS**  
**ACCIDENT INSURANCE RESPONSE FORM**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Benefits:

- 1. Accidental Death Benefit \_\_\_\_\_
- 2. Initial Hospital Confinement (per day) \_\_\_\_\_
- 3. Intensive Care (per day) \_\_\_\_\_
- 4. Ambulance \_\_\_\_\_
- 5. Outpatient Physician Treatment (per visit) \_\_\_\_\_
- 6. CT Scan / MRI \_\_\_\_\_
- 7. Monthly Rate Single Only (Age 35-39) \_\_\_\_\_
- 8. Monthly Family Rate (Age 35-39) \_\_\_\_\_
- 9. Policy Number \_\_\_\_\_
- 10. Portability (yes or no) \_\_\_\_\_
- 11. Participation Requirement (%) \_\_\_\_\_

**IMPORTANT:** Policy Number must be indicated. Respondent must attach specimen policy matching the benefits listed above. Failure to provide this completed Response Form will disqualify you from further consideration.

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

Note: Respondent may be asked to provide additional information during the evaluation process.

**REGION ONE EDUCATION SERVICE CENTER**  
**GROUP AND VOLUNTARY PRODUCTS**  
**CRITICAL ILLNESS INSURANCE RESPONSE FORM**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Benefits:**

1. Minimum Benefit (employee) \_\_\_\_\_
2. Maximum Benefits (employee) \_\_\_\_\_
3. Participation Requirement (%) \_\_\_\_\_
4. Guarantee Issue (yes or no) \_\_\_\_\_
5. Recurrence/Restoration Benefit \_\_\_\_\_
6. Pre-existing Condition Limitation \_\_\_\_\_
7. Portability (yes or no) \_\_\_\_\_
8. Monthly Rate Single Only (Age 35-39) \_\_\_\_\_
9. Monthly Family Rate (Age 35-39) \_\_\_\_\_
10. Policy Number \_\_\_\_\_

**IMPORTANT:** Policy Number must be indicated. Respondent must attach specimen policy matching the benefits listed above. Failure to provide this completed Response Form will disqualify you from further consideration.

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

Note: Respondent may be asked to provide additional information during the evaluation process.



**REGION ONE EDUCATION SERVICE CENTER**  
**GROUP AND VOLUNTARY PRODUCTS**  
**BASIC \$25,000 INSURANCE RESPONSE FORM**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

**Employer paid group term life insurance**

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$25,000 Term Life Insurance (rate per \$1,000) \_\_\_\_\_

\$25,000 AD&D (rate per \$1,000) \_\_\_\_\_

**IMPORTANT: Attached Basic Term Life proposal to this Response Form**

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

Note: Respondent may be asked to provide additional information during the evaluation process.

**REGION ONE EDUCATION SERVICE CENTER**  
**GROUP AND VOLUNTARY PRODUCTS**  
**SUPPLEMENTAL TERM LIFE & AD&D INSURANCE RESPONSE FORM**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Benefits:**

1. Employee may elect \$10,000-\$500,000 in \$10,000 increments not to exceed 5 times annual earnings.
2. Spouse may elect \$5,000-\$100,000 not to exceed 60% of the employee's approved amount.
3. Guarantee issue to age 69.
4. Employee guarantee issue to \$100,000, spouse \$25,000.
5. Employees & Spouses currently enrolled must be accepted initially without evidence of insurability.
6. Children coverage \$1,000-\$10,000 in \$1,000 increments.
7. Attached rate sheet to this Response Form.

**IMPORTANT:** Census data is included in this Request for Proposal.

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

Note: Respondent may be asked to provide additional information during the evaluation process.

**REGION ONE EDUCATION SERVICE CENTER**  
**GROUP AND VOLUNTARY PRODUCTS**  
**HEAT/STROKE INSURANCE RESPONSE FORM**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Benefits:**

1. In-patient Daily Hospital Indemnity Benefit \_\_\_\_\_
2. Private Duty Nursing In-patient Daily Benefits \_\_\_\_\_
3. In-patient Cardiogram Benefit \_\_\_\_\_
4. Heart Transplant Benefit \_\_\_\_\_
5. Cardiac Catheterization Benefit \_\_\_\_\_
6. Coronary Angioplasty Benefit \_\_\_\_\_
7. Pacemaker Insertion \_\_\_\_\_
8. Monthly Rate Single Only \_\_\_\_\_
9. Monthly Family Rate \_\_\_\_\_
10. Guarantee Issue (yes or no) \_\_\_\_\_
11. Portability (yes or no) \_\_\_\_\_
12. Policy Number \_\_\_\_\_

**IMPORTANT:** Policy Number must be indicated. Respondent must attach specimen policy matching the benefits listed above. Failure to provide this completed Response Form will disqualify you from further consideration.

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

**REGION ONE EDUCATION SERVICE CENTER**  
**GROUP AND VOLUNTARY PRODUCTS**  
**DENTAL INSURANCE RESPONSE FORM**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Benefits:

- 1. Maximum Calendar Year Benefit \_\_\_\_\_
- 2. Calendar Year Deductible \_\_\_\_\_
- 3. Orthodontia Lifetime Maximum (children only) \_\_\_\_\_
- 4. Orthodontia Deductible \_\_\_\_\_
- 5. Diagnostic & Preventive Co-insurance \_\_\_\_\_
- 6. Basic Benefits Co-insurance \_\_\_\_\_
- 7. Major Benefits (including orthodontia) Co-insurance \_\_\_\_\_
- 8. Participation Requirement (%) \_\_\_\_\_
- 9. PPO Option (yes or no) \_\_\_\_\_
- 10. Waiting Period \_\_\_\_\_
- 11. Portability (yes or no) \_\_\_\_\_
- 12. Monthly Rate Single Only \_\_\_\_\_
- 13. Monthly Family Rate \_\_\_\_\_
- 14. Policy Number \_\_\_\_\_

**IMPORTANT:** Policy Number must be indicated. Respondent must attach specimen policy matching the benefits listed above. Failure to provide this completed Response Form will disqualify you from further consideration.

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

Note: Respondent may be asked to provide additional information during the evaluation process.

**REGION ONE EDUCATION SERVICE CENTER**  
GROUP AND VOLUNTARY PRODUCTS  
VISION INSURANCE RESPONSE FORM  
PROPOSAL 14-04-22  
DUE: MAY 14, 2014

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

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Benefits:	Co-pay
1. Refractive Exam (CPT 92015) Once per year	_____
2. Closed Panel (yes or no)	_____
3. Participation Requirement (%)	_____
4. Recurrence/Restoration Benefit	_____
5. Pre-existing Condition Limitation	_____
6. Portability (yes or no)	_____
7. Monthly Rate Single Only	_____
8. Monthly Family Rate	_____
9. Policy Number	_____

**IMPORTANT:** Policy Number must be indicated. Respondent must attach specimen policy matching the benefits listed above. Failure to provide this completed Response Form will disqualify you from further consideration.

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

Note: Respondent may be asked to provide additional information during the evaluation process.

**REGION ONE EDUCATION SERVICE CENTER**  
**GROUP AND VOLUNTARY PRODUCTS**  
**VOLUNTARY LONG TERM DISABILITY INSURANCE RESPONSE FORM**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Benefits:

1. Minimum Monthly Benefit \_\_\_\_\_
2. Maximum Monthly Benefit \_\_\_\_\_
3. Maximum Benefits Percentage of Mo. Earnings \_\_\_\_\_
4. Own Occupation Period \_\_\_\_\_
5. First Day Hospital Benefit \_\_\_\_\_
6. Open Enrollment Current Employees (yes or no) \_\_\_\_\_
7. Pre-existing Condition Exclusion \_\_\_\_\_
8. Maximum Benefit Period Accident \_\_\_\_\_
9. Maximum Benefit Period Sickness \_\_\_\_\_
10. Elimination Period (# of options) \_\_\_\_\_
11. Rate Guarantee \_\_\_\_\_
12. Participation Requirement (%) \_\_\_\_\_
13. Guarantee Issue (yes or no) \_\_\_\_\_
14. Policy Number \_\_\_\_\_

**IMPORTANT:** Policy Number must be indicated. Respondent must attach specimen policy matching the benefits listed above. Failure to provide this completed Response Form will disqualify you from further consideration.

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

Note: Respondent may be asked to provide additional information during the evaluation process.

**REGION ONE EDUCATION SERVICE CENTER**  
**GROUP AND VOLUNTARY PRODUCTS**  
**PRE-PAID LEGAL INSURANCE RESPONSE FORM**  
**PROPOSAL 14-04-22**  
**DUE: MAY 14, 2014**

Name of Carrier: \_\_\_\_\_

Name & Address of Submitting Agent/Broker: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Benefits: (Answer Yes or No)

- |                                           |       |
|-------------------------------------------|-------|
| 1. General Consultation & Reviews         | _____ |
| 2. Contested & Uncontested Divorces       | _____ |
| 3. Participation Requirement (%)          | _____ |
| 4. Simple Wills                           | _____ |
| 5. Change of Name                         | _____ |
| 6. Adoption Proceedings                   | _____ |
| 7. Defense Of Motor Vehicle Violations    | _____ |
| 8. Real Estate Transactions               | _____ |
| 9. Landlord / Tenant Disputes             | _____ |
| 10. Identity Theft / Identity Restoration | _____ |
| 11. Policy Number                         | _____ |

**IMPORTANT:** Policy Number must be indicated. Respondent must attach specimen policy matching the benefits listed above. Failure to provide this completed Response Form will disqualify you from further consideration.

Name of Respondent: \_\_\_\_\_

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

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

By my signature above, I represent and warrant that the information above is true and accurate.

Note: Respondent may be asked to provide additional information during the evaluation process such as style of plan, size of network, out-of-network services, cost, portability, family coverage, bundle capabilities and multiple plan options.