Request for Proposal:
Provide General Liability, Property, and Automobile
Insurance Coverage for Raven Nest Golf Club
753-0-004WHT

Mail Proposals To: Delivered Proposals To:
SAM HOUSTON STATE UNIVERSITY SAM HOUSTON STATE UNIVERSITY
PROCUREMENT AND BUSINESS SERVICES PROCUREMENT AND BUSINESS SERVICES
P.O. BOX 2028 1901 AVENUE I, RM 452 (CHSS Bldg.)
HUNTSVILLE, TX 77341 HUNTSVILLE, TX 77340

ALL PROPOSALS MUST BE RECEIVED BY:
April 1, 2010 3:00 p.m., CST (Central Standard Time)
FAXED PROPOSALS WILL NOT BE ACCEPTED

Show Reference Number 753-0-004WHT
Opening Date and Time on Return Envelope

Note: A Proposal must be received and time stamped at Sam Houston State University by the hour and
date specified for a Proposal to be accepted for consideration. The Proposer (not the carrier/mail
service/or University) is solely responsible for ensuring that the Proposal is received prior to the bid
opening in Procurement and Business Services as specified in this Proposal. Late Proposals properly
identified will be returned, unopened, to the Proposer. After receipt, only the names of Proposers will be
made public. Prices and other Proposal details will only be divulged after the contract award, if one is
made.

Agency Invoice Address:
Sam Houston State University
Accounts Payable
P.O. Box 2185
Huntsville, TX 77341-2185

Refer Inquiries To:
Procurement and Business Services
William H. Tidwell
Telephone No. 936-294-1894
Fax No. 936-294-1997

All proposals shall become the property of the State of Texas upon receipt.

All proposals must be completed as required by the instructions in this RFP, signed, and returned by
April 1, 2010 at 3:00 p.m. CST.
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I. Overview

Sam Houston State University’s PGA/PGM Program (“SHSU” or “University” herein), through this Request for Proposal (“RFP”), is seeking a Proposer, a qualified insurance carrier, to provide general liability, property, and automobile insurance coverage for Sam Houston State University’s Raven Nest Golf Club. The University is requesting a three year policy with annual payments, to begin at 12:01 a.m. CST on September 1, 2010. The insurance coverage must conform to the requirements listed in this Request for Proposal, Section VI page 10.

THE UNIVERSITY RESERVES THE RIGHT TO REFUSE ANY AND ALL PROPOSALS, AS EXPLAINED LATER WITHIN THIS DOCUMENT.

II. Proposal Requirements and Instructions

Written Proposal: Proposer should prepare one (1) original written proposal along with the Execution of Offer, (see Attachment 1), signed by an officer of the company who is authorized to bind the company by contract. Three (3) additional copies should also be submitted for the University's use in evaluation of the proposals. The University will not reimburse Proposer's costs incurred in the preparation or submission of proposals nor will the University reimburse Proposer for expenses relating to visiting the SHSU campus if required. Such proposal should be submitted in a sealed envelope marked "Provide General Liability, Property, and Automobile Insurance Coverage for Raven Nest Golf Club 753-0-004WHT – Open 3:00 p.m. CST, April 1, 2010" and addressed to the following:

US POSTAL SERVICE OR BY COURIER TO:
Mr. William H. Tidwell, Purchaser II
Procurement and Business Services
P.O. Box 2028
Huntsville, Texas 77341
Phone: 936-294-1894

A. Deadline: Proposals must be submitted and received no later than April 1, 2010 at 3:00 p.m. CST at the above address. Only the names of the Respondents will be read at the opening. The Proposer (not the carrier/mail service/or University) is solely responsible for ensuring that the Proposal is received prior to the opening in the Procurement and Business Services office as specified in this Proposal. Proposals submitted or received after that time and date will not be accepted nor considered. Changes to proposals will not be accepted after the proposal’s submission deadline; however, Proposer may withdraw or change their proposal at any time prior to the proposal submission deadline. FAX proposals will NOT be accepted.

B. Questions concerning this RFP: No pre-proposal conference will be held. Any Proposer may request, in writing, that the University clarify any information contained in this RFP. The University requests that Proposers restrict all contact and questions regarding this RFP to written communications forwarded to the University representative shown below.

The last day for written questions will be March 22, 2010 at 11:00 a.m. CST
All such questions or request for clarification must be in writing addressed to:

Mr. William H. Tidwell, Purchaser II  
Sam Houston State University  
P.O. Box 2028  
Huntsville, Texas 77341  
Phone: 936-294-1894   Fax: 936-294-1997  
E-mail: pur_wht@shsu.edu

The University will try to provide a written response to all written requests for clarification within three (3) business days after its receipt; any questions requiring review by the University’s General Counsel may take longer. Written responses will be posted on the following websites: Walker County Alliance web site at www.shsu.edu/wca and the Texas Comptroller of Public Accounts Electronic State Business Daily web page at http://esbd.cpa.state.tx.us.

**Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum posted on the Walker County Alliance web page at www.shsu.edu/wca and the Texas Comptroller of Public Accounts Electronic State Business Daily web page at http://esbd.cpa.state.tx.us. All addenda shall become a part of this RFP. **IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO CONTINUALLY CHECK THE WEBSITE FOR ADDENDUM/ADDENDUMS, AND ANY AND ALL WRITTEN RESPONSES.**

When accessing our local website, Walker County Alliance, you must first choose Procurement Opportunities, then choose Sam Houston State University, then choose RFP 753-0-004WHT, then look for any addendum(s)/clarifications listed under this particular RFP. When accessing the Comptroller of Public Accounts Electronic State Business Daily website under agency name choose “Sam Houston State University-753” and select “GO” then choose RFP 753-0-004WHT. If you have any questions concerning accessing these postings please phone William H. Tidwell at 936-294-1894.

**Communication:** From the date of receipt of this RFP by the Proposer, until a binding contractual agreement exists with the selected Proposer and all other Proposers have been notified either in writing or by posting notice of award on the Walker County Alliance web site at www.shsu.edu/wca or the Texas Comptroller of Public Accounts Electronic Business Daily web page at http://esbd.cpa.state.tx.us, or when the University rejects all proposals, communication between the University and the Proposer will be **formal**, or as provided in this RFP. Formal communications shall include but may not be limited to:

A. Written communications.  
B. Oral presentations.  
C. Pre-award negotiations.

**ANY FAILURE TO ADHERE TO THE PROVISIONS CONCERNING SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY PROPOSER’S RESPONSE OR MAY CAUSE THE CANCELLATION OF THIS REQUEST FOR PROPOSAL.**
C. **Evaluation Criteria:** The University will review all accepted proposals with particular emphasis on the following:

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<td><strong>Cost of Insurance</strong></td>
<td>Maximum 40 points</td>
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<td>• Total price of insurance, to include any and all, premium and general administration.</td>
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<td><strong>Adherence to Coverage Requirements</strong></td>
<td>Maximum 40 points</td>
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<td>• Provide required level of coverage as specified.</td>
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<td>• Length of coverage.</td>
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<td><strong>Proposer’s Qualifications/Business History</strong></td>
<td>Maximum 20 points</td>
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<td>• Business references-current customers</td>
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<td>• Agent’s carrier(s) possession of required ratings.</td>
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<td>• How well did Proposer follow the instructions of the RFP</td>
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D. **Estimated Timetable:** The estimated timetable is:

- March 8, 2010: RFP sent to Interested Parties.
- March 22, 2010: Last day written questions will be accepted.
- April 1, 2010: Proposals due to be received from Proposers.

E. **Proposal Valid:** Proposals must be considered valid for at least ninety 90 days from the proposal submission deadline of April 1, 2010.

F. **Review of Proposals:** The University will be the sole judge of the appropriateness and completeness of any and all proposals. The University reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. The University reserves the right to waive any irregularity in any proposal received. The University reserves the rights to further negotiate, after proposals are opened, with the Proposer(s) who receives the highest evaluation score(s). Further, the University may award a contract based on initial proposals received without any discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical term(s) possible.

After submission of a proposal but before final selection of the successful proposal is made, the University may permit a Proposer to revise its proposal in order to obtain the Proposer’s best and final offer. The University is not bound to accept the most financially attractive proposal if that proposal is not the most advantageous to the University as determined by the University. The University is most interested in the proposal that provides the best value to the University based on the evaluation criteria.

G. **Proprietary Information:** After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by the Proposer when the proposal is submitted; however, net cost information may not be confidential.

H. **HUB Subcontracting Plan:** The University believes there are no HUB subcontracting opportunities in this RFP.
III. Indemnification

The successful Proposer shall agree to indemnify the University, its Board of Regents, its officers and employees against any loss or damage (including reasonable attorney's fees and other costs of litigation) caused by the successful Proposer's negligent acts or omissions or the negligent acts or omissions of the successful Proposer's agents or employees. The successful Proposer shall agree to defend any suit against the University alleging injuries or damages arising out of the service provided; provided, however, that nothing contained herein shall require the successful Proposer to defend or indemnify the University for injuries or damages arising out of the negligence of the University, its agents, or employees.

IV. TERMS AND CONDITIONS

TERMS AND CONDITIONS: ITEMS BELOW APPLY TO AND BECOME A PART OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. PROPOSAL REQUIREMENTS:

   1.1 Rules, Regulations & Statutes: Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
   1.2 Unit Price: Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
   1.3 Late or Unsigned Proposals: Late and/or unsigned proposals will not be considered under any circumstances. Person signing proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in the Purchasing Department prior to the specified opening date and time.
   1.4 FOB Point: Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
   1.5 Pricing Firm: Proposal prices are requested to be firm for SHSU acceptance for 60 days from proposal opening date (unless otherwise stated in specifications). “Discount from list” proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
   1.6 Tax Exempt: Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
   1.7 Right to Accept or Reject: The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
   1.8 Withdrawal: Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 45 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by SHSU Purchasing.
   1.9 Proposal Costs: Proposers electing to respond to this RFP are responsible for all costs of proposal preparation. The University is not liable for any costs incurred by a proposer in response to this RFP.
   1.10 Exceptions: If a proposer takes exception to any specifications within this Request for Proposal, they must notify the Purchasing department in writing prior to the scheduled proposal opening date and time.
   1.11 Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). If a bidder believes any information contained in the bidder’s response package contains any proprietary or confidential information the bidder must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act
request for documents is filed, the University will make best efforts to contact bidder prior to release of claimed proprietary information. If, at that time, the bidder still believes information provided is proprietary or confidential, the bidder shall timely notify the University in writing of the factual and legal basis of the claim. If the University submits the documents to the Texas Attorney General’s Office for a ruling on the bidder’s claim of privilege, the latter may elect to make arguments directly to the Attorney General’s Office in support of the claim of privilege.

2. SPECIFICATIONS
   2.1 Brand Name Descriptive: Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
   2.2 New Items: Unless otherwise specified, items shall be new and unused and of current production.
   2.3 Electrical Standards: All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
   2.4 Samples: Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the proposer, on request, at proposer’s expense. Each sample should be marked with the proposer’s name and address, and requisition number. Do not enclose in or attach proposal to sample.
   2.5 Oral Statements: SHSU will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).
   2.6 Manufacturer’s Warranty: Manufacturer’s standard warranty shall apply unless otherwise stated in the RFP.

3. DELIVERY
   3.1 Delivery Days: Show number of days required to place material in receiving agency’s designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.
   3.2 Foreseen Delays: If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
   3.3 Substitutions: No substitutions permitted without written approval of SHSU.
   3.4 Delivery Hours: Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

4. INSPECTION AND TESTS – All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier’s place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU’s option, be returned to the vendor or held for disposition at vendor’s expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT – A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted
under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Texas.

6. CANCELLATION OF CONTRACT – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

7. PAYMENT – Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. The payment process will begin when Purchasing receives a written authorization/acceptance from the department chair of the awarding department.

8. NON-DISCLOSURE: No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of SHSU.

9. CONFLICTS: In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

10. PATENTS OR COPYRIGHTS – The vendor agrees to protect SHSU from claims involving infringement of patents or copyrights.

11. VENDOR ASSIGNMENTS – Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to RFPs must give the requisition number, codes, and opening date.

12. FUNDING OUT CLAUSE – Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

13. PROPOSER AFFIRMATION – Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html.

13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

13.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.

13.5 Pursuant to Section 231.006(d), Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

13.6 Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
13.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

13.8 Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

13.9 Proposer certifies that they are in compliance with Section 618.003 of the Government code, relating to contracting with the executive head of a State agency. If Section 618.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

   Name of Former Executive: _______________________________________
   Name of State Agency: ___________________________________________
   Date of separation from State Agency: _______________________________
   Position with proposer: ___________________________________________
   Date of Employment with proposer: _________________________________

13.10 Pursuant to Section 231.006(C), Family Code, proposal should include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the Texas Comptroller of Public Accounts website on the Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name and social security number for each person. Otherwise, this information must be provided prior to contract award.

14. NOTICE TO PROPOSER:

   14.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

   14.2 Equal Opportunity – Proposer represents and warrants that is shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.

V. Agreement: Insurance for Raven Nest Golf Club

SHSU intends to negotiate and execute a contract, in the form of a Purchase Order, for insurance for Raven Nest Golf Club with the Proposer submitting the proposal that the University determines best meets the University's requirements.

A. Contract Term: The University intends to negotiate and execute at least an annual policy with a renewal option for two (2) additional years, or if available a three year policy with annual payments.

B. Contract Payment Schedule: Annual payments in accordance with the University’s Terms and Conditions, will be made upon the submission of a written invoice from the Proposer and a written payment approval by an authorized representative of Sam Houston State University’s PGA/PGM Program to Sam Houston State University’s Accounts Payable Department (there will be no partial payments unless agreed to by Proposer and the University prior to issuance of the Purchase Order).

C. Contract Law: Any contract resulting from this RFP will be subject to the laws of the State of Texas. The negotiated and executed contract and RFP will constitute the entire agreement between the parties.
F. Contract Assignment: No portion of the contract may be assigned by the Contractor without the prior written consent of the University.

VI. Proposal Requirements

Sam Houston State University’s PGA/PGM Program is seeking proposals from qualified insurance carriers to provide general liability, property, and automobile insurance coverage for Sam Houston State University’s Raven Nest Golf Club. The insurance coverage must meet or exceed the minimum specifications outlined in this Request for Proposal.

A. PROPOSER QUALIFICATIONS:

(1) Insurance Agency and its representative: Must be licensed as a Texas local recording agent authorized to sell property and casualty insurance and must be an appointed agent with the insurer(s) providing the proposed coverage. Agent must not be the subject of any current disciplinary proceeding and never have had a license suspended or revoked. Agent must provide insurance certificate indicating Errors and Omissions Insurance with a minimum liability limit of $1,000,000 per occurrence.

(2) Insurer(s): Must be authorized to conduct business in the State of Texas and acceptable to SORM. The insurer’s A.M. Best (or equivalent) rating must be a minimum of “A VI”.

(3) Non-admitted insurers: Will be considered if there are no admitted insurers responding to this RFP. To be considered, the rating requirement in b) above must be met or exceeded.

B. SCOPE

The desired insurance program should provide General Liability, Property, and Automobile coverage for Sam Houston State University’s Raven Nest Golf Club including its Board of Regents and The Texas State University System. Sam Houston State University has leased the Raven Nest Golf Course from the City of Huntsville since September 1, 2005. The lease requires Sam Houston State University to insure the buildings and contents and provide General Liability insurance. The City of Huntsville and its elected officials, officers and employees must be shown as loss payee on the buildings and contents, as their interests may appear, as well as additional insured on General Liability coverage. The golf cars are leased from Textron Financial and require liability and physical damage coverage. Textron Financial must be shown as additional insured and loss payee on the coverage of the golf cars. The Maintenance equipment is leased from Government Capital Corporation. Government Capital Corporation must be shown as additional insured and loss payee on the coverage of the maintenance equipment.

Raven Nest Golf Club is an 18-hole public access facility. Raven Nest is open 7 days a week and open every day of the year except Christmas day. The hours of operation are from dawn to dusk every day. The golf course is home to the Sam Houston State University PGA/PGM program, the Sam Houston State University golf team, and the Huntsville High School golf team. The golf professional is an employee of Sam Houston State University and runs the day-to-day operation of the facility. There is a Snack Bar/Grill at Raven Nest which is contracted out to the University Hotel. Raven Nest Golf Club currently plays between 32,000 and 35,000 rounds of golf with gross receipts totaling near $850,000.00.
C. POLICY TERM

The policy term will begin at 12:01 A.M. on September 1, 2010 and end at 12:01 AM on September 1, 2011, or from the date of policy inception for the continuous period of 365 days. Contract will be awarded for a period of three years; if a three year policy is available, annual payment installments will be necessary.

D. COVERAGE REQUIREMENTS

General Liability Coverage providing limits of $2,000,000 per occurrence and $4,000,000 general aggregate. Coverage should include premises, operations, contractual, products and completed operations, mobile equipment (maintenance equipment and golf carts), pesticides applicator and sudden and accidental pollution. Basis of coverage will be between 32,000 and 35,000 rounds of golf annually. The golf shop has gross receipts of approximately $110,000.00 with an average inventory of approximately $28,000.00. The food and beverage is contracted out to the University Hotel and is required to have proper insurance coverage.

Property Coverage shall provide All-Risk, including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if in a flood zone), Earthquake, and Theft for the following buildings and contents on a replacement cost basis. Business Income and Extra Expense should be quoted separately. Various deductible options should be quoted, if available.

Raven Nest Golf Club currently has a security and fire alarm system. There is not a fire suppression system in place. See Attachment 3 for description and values of property and contents.

The replacement value of the Maintenance equipment is $350,500.00 and includes all equipment necessary to care for the golf course including mowers.

The replacement value of the 60 golf cars and utility vehicles is $218,000.00. The golf cars are 2007 EZ-Go golf cars. The utility vehicles include a range ball picker with a caged enclosure and 2 other utility vehicles used by the golf course maintenance staff.

Automobile liability and physical damage coverage for golf cars used in conjunction with operation of the golf course. Liability limit should be $1,000,000 combined single limit for bodily injury and property damage. The physical damage should include comprehensive and collision. If this coverage is available under the General Liability and Property policies, there is no need for additional policies but indicate the cost of the coverage separately.

All policies should contain a written 60 day cancellation or non-renewal notice to insured.

**Law Enforcement Liability coverage must be quoted separately from all previously requested coverage.**

Provide Law Enforcement Liability coverage for campus peace officers who provide security for the Raven Nest Golf Club for injurious acts, negligence, errors and omissions. The liability limits shall be $2,000,000 per occurrence and $4,000,000 annual aggregate. The maximum number of officers assigned to this duty is seventeen (17). The officers are certified by the Texas Commission on Law Enforcement Officer Standards and Education, and
approved by the Board of Regents of The Texas State University System. All officers carry fire arms.

E. LOSS HISTORY

No loss to report.

F. ADDITIONAL REQUIREMENTS

a. Provide name and contact information for five (5) current or former clients for which you have provided golf course insurance, including dates of coverage.

b. Proposer’s Qualifications/Business History: Proposer shall provide business references from current customers, minimum of five (5), and the number of years in business under current name. Additionally Proposer may provide any additional information that the feel will help the University evaluate their ability to perform the job required.

c. Provide sample policy forms with all endorsements, two (2) copies.

d. Explain other services available i.e. loss prevention, claims.

e. Proposer shall return with their proposal: Execution of Offer, see Attachment #1, Business Relationship Affidavit, see Attachment #2.

Failure to sign and return the Execution of Offer at the time of submittal of proposal will result in the rejection of the proposal.
VII. Format for Proposal

Proposer will submit proposals using substantially the following format as the first page of their proposal:

Proposer Name:

Federal Tax Identification Number:

Address:

Telephone/FAX number:

Proposer Representative:

Title:

Address:

Direct Telephone Number:

Executive Summary of Proposal:

Total Cost of Insurance: Year One, September 1, 2010 to August 31, 2011: _____________

Percentage change Year Two and Three: _____________

Proposer should provide any additional information that may be helpful.
VIII. Attachments

1. Execution of Offer
2. Business Relationships Affidavit
3. Value of Property and Contents
ATTACHMENT 1

EXECUTION OF OFFER

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.

2. By signature hereon, the offerer hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

3. By executing this offer, offerer affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offerer shall be removed from all proposals lists.

4. By the signature hereon affixed, the offerer hereby certifies that neither the offerer or the firm, corporation, partnership, or institution represented by the offerer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offerer certifies that if a Texas address is shown as the address of the offerer, offerer qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 17 of RFP #753-0-004WHT plus _____ additional pages provided by vendor. (Number of additional pages to be completed by proposer, if additional pages are included with the proposal.)

Federal Employer Identification Number (FEIN): ________________________________

Proposer/Company: _________________________________________________________

Signature (ink): ____________________________________________________________ Date: ______________________________

Name (typed/printed): ________________________________________________________

Title: _____________________________________________________________________

Address: __________________________________________________________________

Street or PO Box   City   State   Zip Code

Telephone Number: _____________________ Fax Number: _________________________

Total Cost of Insurance Year One: $______________________________

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.
ATTACHMENT 2

BUSINESS RELATIONSHIPS AFFIDAVIT

I, ________________________________, of lawful age, being first duly sworn, on oath says that
he/she is the agent authorized by the proposed to submit the attached RFP. Affiant further states that the
nature of any relationship, joint venture, or other business relationship presently in effect or which existed
within one (1) year to the date of this statement with the architect, engineer, or other party to the project is
follows:

________________________________________________________________________

________________________________________________________________________

Affiant further states that any such business relationship presently in effect or which existed within one (1)
year prior to the date of this statement between any officer or director of the proposing company and any
officer or director of the architectural or engineering firm or other party to the project is as follows:

________________________________________________________________________

________________________________________________________________________

Affiant further states that the names of all persons having any such business relationships and the positions
they hold with their respective companies or firms are as follows:

________________________________________________________________________

________________________________________________________________________

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Signed: __________________________

Title: __________________________

Company: ______________________

F.E.I.N. # ______________________

Subscribed and sworn to before me this _____ day of ______________, 20____.

_________________________________
Notary Public

My Commission Expires _______________
(SEAL)
**ATTACHMENT 3**

**Property Address:** 457 IH 45 South, Huntsville, TX 77340  
**County:** Walker

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Year Built</th>
<th>Square Feet</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Exterior Construction</th>
<th>Roof Type</th>
<th># Stories</th>
<th>% Sprinklered</th>
<th>Smoke Detector</th>
<th>Fire Extinguisher</th>
<th>Burglar Alarm</th>
<th>Fire Alarm</th>
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</thead>
<tbody>
<tr>
<td>Clubhouse/ ProShop</td>
<td>2003</td>
<td>3000</td>
<td>$300,000</td>
<td>$100,000</td>
<td>frame</td>
<td>metal</td>
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<td>0</td>
<td>yes</td>
<td>yes</td>
<td>monitored</td>
<td>n/a</td>
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<tr>
<td>Golf Car Fleet Storage Facility</td>
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<td>2000</td>
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<td>metal</td>
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<td>yes</td>
<td>monitored</td>
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</tr>
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<td>Maintenance Building</td>
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<td>0</td>
<td>yes</td>
<td>yes</td>
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<td>n/a</td>
</tr>
<tr>
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<td>$60,000</td>
<td>frame</td>
<td>metal</td>
<td>1</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Buildings**  
$602,500 $710,000

**Grand Total Property**  
$1,312,500