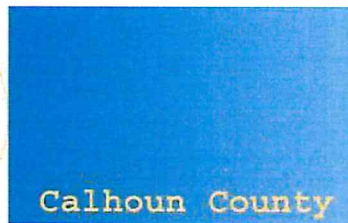


REQUEST FOR PROPOSALS #2019.05.08.01

**PROPERTY, EQUIPMENT BREAKDOWN,
INLAND MARINE & CRIME INSURANCE**



Calhoun County, Texas

Prepared by:

Gray & Company, LLC
PO Box 1099
Mason, Texas 76856
Cell: (512) 496-3583
E-Mail: Donaldkgray@gmail.com

Posting Date: May 8, 2019

Proposals Due: June 5, 2019 (2:00 PM, County Judge's Office)
(Refer to RFP for additional information regarding the Due Date)

NOTICE

This "Request For Proposals" is being provided to interested agents, brokers and insurance pools and carriers solely for obtaining insurance proposals for Calhoun County. The information contained herein is confidential and may not be used for any purpose other than preparing insurance proposals for Calhoun County.

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Exhibit A	Loss Run Prepared by Insurance Carrier	
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Exhibit H	Expiring Property, Equipment Breakdown, Inland Marine & Crime insurance policy	

PART I

INTRODUCTION

Gray & Company, LLC has been retained by Calhoun County (herein after referred to as "the County") to manage a request for insurance proposal process. At the County's request and the County's assistance, we have prepared this Request For Proposals (RFP) for the purpose of obtaining competitive insurance proposals on the following coverages for the period of 7/1/2019-2020 (and up to four additional annual terms if renewal indications and proposals are deemed to be competitive with market conditions at that time).

Proposals are to be submitted no later than **Wednesday, June 5, 2019 (no later than 2:00 PM)** as detailed in Part II of this RFP.

Insurance Policies Requested in this RFP

- Crime
- Property
- Equipment Breakdown
- Inland Marine/Mobile Equipment

As described below, not all of the County's property, equipment breakdown, and flood insurance policies are included in this RFP.

Property insurance is not being requested for the County's EMS facility as it is insured elsewhere and is not included within Exhibit C. Further, Exhibit B does not include inland marine properties owned by the County which are used in its EMS operations as this equipment is also insured by the policy which provide property insurance to the County's EMS facility.

Calhoun County is a "tier 1" county due to its location on the Texas coast. This RFP is requesting protection for perils such as wind, hail, flood, and storm surge. Currently, these perils are insured on the County's property insurance policy. Further, the County purchases separate flood insurance policies from the National Flood Insurance Program for locations situated within a Special Flood Hazard Area which serve to satisfy deductibles under the current property insurance policy.

Expiring Coverage

The coverage has been written by the Texas Association of Counties Risk Management Pool (TAC) since 1/1/13. The County anticipates receiving a renewal proposal from TAC in response to this RFP. The expiring policy features a premium rate of \$0.36045 per \$100/value that is applicable to buildings, contents and site improvements. As of 7/1/18, the expiring policy features a premium of \$345,290 which is based on the following values: buildings, contents, and site improvements @ \$89,994,822, inland marine/mobile equipment @ \$3,620,224, and fine arts @ \$365,000.

Property Values

The County is in the process of reviewing and possibly updating its schedules for 7/1/19 (buildings, contents, site improvements, fine arts and mobile equipment). Unless updated by addendum to this RFP, for quoting purposes the proposed premium rates should be based on the values provided in Exhibit C. It is understood that the successful proposer's premium invoice(s) will be based on the proposed premium rates as applied to any updated values provided by the County through this RFP or by the County following the selection of the successful proposer.

Part III of the RFP provides a description of the insurance coverage currently in force and its pricing, options to be considered for quoting, and a questionnaire to be completed and submitted as part of each proposal. Underwriting data is provided in the exhibits at the end of the RFP. Please become familiar with the options requested to be quoted.

It is recognized that if compliance with rigid specifications were insisted upon, some insurers would not be able to offer their best or most competitive programs. It is our intent for this RFP to be viewed as general guidelines for coverage requirements and options. Interested parties are encouraged to offer coverage alternatives to improve the County's coverage. Quotes for coverage that would serve to restrict the County's coverage are not desired.

Gray & Company, LLC is not an insurance brokerage firm or agency, nor is it affiliated with any insurance carrier or claim administrator. We will show no bias to any proposer. The firm is to be considered as a disinterested party in the placement of the coverage. We will be pleased to discuss this RFP or review any alternate ideas concerning coverage requirements with interested parties participating in the proposal process.

It is Gray & Co.'s intention to treat each proposer equally. We trust it is recognized that considerable effort has been made by County staff in providing this underwriting data. The intent of this RFP is to:

1. Provide agents, brokers, and underwriters with the information that is needed to develop a competitive proposal.
2. Receive proposals that contain the information necessary to perform a thorough analysis and comparison.
3. Provide the County with unbiased information for making an informed purchasing decision.

We would welcome any suggestions or inquiries that might help us better achieve these goals. Questions concerning this RFP or requests for additional information should be directed in writing (e-mail preferred) to:

Don Gray, ARM
Gray & Company, LLC
PO Box 1099
Mason, Texas 76856
Cell: (512) 496-3583
E-Mail: donaldkgray@gmail.com

PART II

RFP PROCEDURES

NOTE: Please review these procedures CAREFULLY and contact the Consultant with any questions or requests for variances. Failure to adhere to these procedures or to obtain approval for deviations may result in an incomplete evaluation of your proposal.

1. Proposal Due Date/Deadline

Proposals (an original and one photocopy), to include a Vendor's Commitment (signed and dated, refer to page 18) and Form 1295 (refer to RFP Part II-37 on pages 15-16) should be submitted in a sealed envelope clearly labeled "Calhoun County Insurance RFP" no later than the deadline of **Wednesday, June 5, 2019 (2:00 PM) to:**

The Honorable Richard H. Meyer
Calhoun County Judge
211 South Ann Street, Suite 301
Port Lavaca, Texas 77979
Phone: 361-553-4600

Proposals received by the County after this deadline will not be considered. The clock in the County Judge's office is the official clock that will be used in determining the time that a proposal is received and the time that proposal will be opened. A late delivery with an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. The County will not be responsible for the delivery of your proposal to the office of the County Judge. If you choose to send your proposal by postal delivery, then it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your proposal prior to the opening date. Calhoun County accepts no financial responsibility for any cost incurred by any vendor in the course of responding to these specifications.

Vendors are invited to be present at the opening of RFPs on Wednesday, June 5, 2019, 2:00 PM, in the County Judge's office, 3rd Floor, Suite 301. As proposals are opened, the names of the vendor firms will be announced but no other details about the proposals will be made available at this time due to the potential for negotiations to take place.

Also, a PDF version of the vendor's fully completed RFP Part III portion of the vendor's proposal should be emailed to the Consultant (with a "CC" to the County Auditor) no earlier than the deadline above and no later than 24 hours following the deadline above at the following addresses:

Consultant: donaldkgray@gmail.com
County Auditor: cindy.mueller@calhouncotx.org

Emailing RFP Part III to the Consultant or County Auditor prior to the “proposal due” deadline above will result in disqualification of the vendor’s entire proposal.

A complete copy the vendor’s proposal as submitted to the County Judge’s office should be mailed via certified mail through the US postal service to the Consultant’s PO Box mailing address for a delivery no earlier than the deadline above (to include a complete copy of RFP Part III and the material requested within Part III). The Consultant’s dated signature on the Certified Mail slip will serve as confirmation of the date the package was picked up at the Post office by the Consultant.

The “Vendor’s Commitment” statement within RFP Part III portion of the Proposal must be signed and dated by an officer (or employee) who 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 Vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. Page 18 within RFP Part III provides a signature area for this purpose.

Proposals must meet the requirements above to be considered.

At this time, it is anticipated that the coverage will be considered for awarding during the Commissioners Court meeting set for Wednesday, June 19, 2019 (10 AM meeting).

A vendor may withdraw a proposal before County acceptance of the proposal without prejudice by submitting a written request for its withdrawal to the County Judge.

2. Effective Date of Coverage & Term of Insurance Policies

Policies are to be written on an annual or multi-year term beginning 12:01 AM on 7/1/2019. If coverage is written on a multi-year policy, the County retains the continuing right to terminate the policy at each annual anniversary without penalty since the County does not have the authority to commit beyond the current budget period. However, the County may opt to not exercise its termination right.

After awarding the initial placement of policies for the first annual or multi-year term, the County intends to continue renewing those policies to 7/1/24 provided:

- a) The County is provided with a written “renewal indication” by each March 1 which is determined at that time to be competitive in relation to current market conditions and in relation to the County’s loss history.
- b) The County is provided with a renewal proposal by each May 15 which is determined at that time to be competitive in relation to current market conditions and in relation to the County’s loss history.

3. Analysis of Proposals

The County's interest in conducting a fair and thorough comparison of all proposals should be indicated by their engagement of Gray & Co. to assist in this matter. Underwriters can be assured that their efforts in preparing a proposal that responds to the coverage requested in this Request For Proposal (RFP) will be appreciated. It is suggested that proposals be reviewed prior to submission to ensure they provide the information requested in this RFP.

Part III of the RFP provides each proposer with a Questionnaire that details the insurance coverage that the proposer is presenting for the County's consideration. Proposers are welcome to attach additional material to fully detail the proposal. The Questionnaire must be fully completed and submitted as part of each proposal.

Proposals will be evaluated in a three-step process. First, proposals will be reviewed for basic information such as premiums, limits, deductibles, basic coverages, and other qualifying factors. Proposals identified as not warranting further consideration at this point may be set aside. Second, proposals determined by the Consultant and the County as deserving further consideration will receive a more thorough evaluation (to include a review of the proposed policy language). The County, through its Consultant, reserves the right to negotiate in writing with proposers during this stage of the evaluation without divulging specific information about the competition's proposals. The third and final step of the process involves the Consultant meeting with the Commissioners Court to review the proposals.

4. Purchasing Decision

The Consultant will discuss the strengths and weaknesses of all proposals with the members of the Calhoun County Commissioners Court. The decision for the awarding of placement of insurance will be made by Calhoun County Commissioners Court. Awards will be based on an evaluation of proposals using the following factors:

- Scope of coverage;
- Anticipated net cost;
- Financial stability and reputation of the insurer or pool;
- Insurer's ability to provide loss control and claims services requested;
- Service capability; and
- The potential for other insurance policies to be placed with the same insurer when such would benefit the County

The Commissioners' Court reserves the right to waive technicalities, reject any or all proposals, to accept the proposal deemed most advantageous to Calhoun County and to be the sole judge in determining which proposal will be most advantageous to Calhoun County.

The County of Calhoun, Texas is an Equal Employment Opportunity Employer. the County does not discriminate based on race, color, national origin, sex, religion, age or handicapped status in employment or the provision of services.

5. Insurer Eligibility

Insurance Companies and "Pool" Re-insurers: To qualify, each insurer and pool re-insurer must have maintained a general policyholder's rating of "A-" or better and a financial rating of Class 10 or better and a "Stable" or "Positive" market segment outlook since 7/1/17 as published by Best's Key Rating Guide, latest edition. Proposals from lower rated insurers will not be accepted.

Insurance companies should be authorized to do business in the State of Texas. In the event a non-admitted insurance company is proposed, your proposal should state your reasons for using the non-admitted insurance company and clearly spell out any premium tax arrangements and/or filing procedures that should be required in the event this insurance company was selected. Surplus lines tax and fees should be included in the proposed premiums (or detailed as their amount).

Intergovernmental Risk-sharing Pools: Due to the absence of an A.M. Best rating, proposals submitted on behalf of "inter-governmental risk sharing pools" should include audited financial statements (complete with auditor's notes) and the most recent two years audited financial statements should be provided as part of each proposal. Statements should indicate whether loss reserves include IBNR and loss development factors as determined by an actuarial analysis. Also, statements should indicate whether loss reserves have been discounted for present value/investment income and should detail the pool's reinsurance arrangements (i.e., insurer, attachment point, limits, facultative, etc.). A cover page should be attached to each financial statement to demonstrate compliance with the ratios shown below:

Ratio Formula	Liability
Net Contributions Written to Surplus	2 maximum
Net Reserves to Surplus	4 maximum
Surplus to Retention	6 minimum
Net Combined Ratio (Losses & Expenses)	100% maximum

6. Communication with the Consultant

Proposers should contact the Consultant (Don Gray @ Gray & Co.) in lieu of the County if any information is needed about the County or the RFP process. Questions and comments should be emailed to the Consultant. While telephone

inquiries are permitted, the proposer must agree to provide the Consultant with a written summary of the telephone discussion. The Consultant will respond to requests for additional underwriting information by issuing addendums to the RFP to be distributed to all proposers.

7. Underwriting Inspection

Inspections necessary for presenting a proposal will be arranged on a group appointment basis by contacting the Consultant. Please provide detailed information as to the locations needed to be visited, persons to be interviewed, the type of any data needed, etc. You should allow five working days for an appointment to be arranged. The County's intent is to schedule one date to accommodate all interested vendors at the same time.

8. Underwriting Information

Due care and diligence have been used in the preparation of this RFP, and the information contained herein is believed to be current and correct. The underwriting information has been provided by the County. However, the responsibility for determining the full extent of the exposure shall rest solely upon the proposer. It is incumbent upon proposers to fully review this RFP and to request any additional specific information required from the Consultant. The County, its representatives and the Consultant shall not be responsible for any errors and/or omissions in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures.

Requests for additional underwriting information should be made as soon as possible (preferably no later than May 24, 2019).

9. Insurance Applications

All underwriting data provided in this RFP has been prepared by the County. For providing proposals, underwriters are asked to base their proposals on the underwriting data contained in this RFP and, if applicable, its addendums. Proposals that are based, to any degree, on any other sources of information should indicate the source and type of information as part of the proposal. Our intent is for all proposals to be based on identical underwriting data so that premiums can be fairly compared.

Proposers may indicate that proposals are subject to receipt of a fully completed application without material differences from data provided in the RFP. The County recognizes that the successful carriers may elect to revise or withdraw their proposals if the completed applications contain information that is not revealed in this RFP.

Any underwriters that are not willing to accommodate the County on this matter (by requiring completion of a signed application) should contact the Consultant by email to explain why an exception should be made.

10. Request For Proposals

This RFP provides guidelines for the proposals desired. Any restrictions, deviations or other modifications that would restrict or broaden the coverage that is presently in force must be clearly noted in the proposals.

11. Proposed Policy Language

Proposals presented to the County and to the Consultant MUST include either a) a true and exact copy of the complete policy language which is being proposed for the County (including each endorsement and all terms and conditions other than premium rating and schedules); or b) in the case of ISO forms, a complete listing of all policy form numbers and titles. The policy language will be reviewed as part of the proposal analysis. The sample policy language must be consistent with the coverage that is being presented. The vendor must be certain that the actual policies, when issued, agree with the provided sample policies. The vendor will be responsible for all additional costs involved in correcting any discrepancies between the sample policies and the actual policies. The incumbent insurer is not required to provide sample policies if the proposed policies are to be a duplicate of the policies presently in force.

12. Ancillary Services

All proposals should fully describe agent/broker/representative services, safety engineering and inspection services and other services that will be offered and provided by the proposing carriers or their agents/brokers. If independent firms are to be used, the name and address of the firm is to be indicated.

The County intends to give due consideration to the ability of the insurance agent, broker and/or insurer to service this account. Supporting information detailing these abilities is recommended. The last two pages of RFP Part III have been reserved for use in describing the proposed services.

13. Premium Rate Guarantee

All proposers should indicate the term for which rates and discounts are to be guaranteed.

14. Proposal Negotiations

The proposals will be opened by the County Judge's Office to avoid disclosure of the contents to competing vendors and will not be disclosed by the County or the Consultant until the purchasing decision is finalized. Following the initial review of

the proposals, the County and/or the Consultant may elect to meet with or contact the "top ranked" proposers (each separately, possibly by telephone or email) for:

1. Clarifying any aspects of the proposal,
2. Meeting the agents and underwriters, and/or
3. Discussing areas where the proposal might be able to be improved.

During the negotiation phase, neither the County nor the Consultant will share any specific information with competing proposers regarding the competitiveness of premiums or coverage offered by proposers. Vendors who are determined by the Consultant to be "top ranked" should assume that their premiums and coverage terms are competitive. Insurers should do their best to initially offer their most competitive pricing and coverage terms so they will qualify as being "top ranked".

15. Issuance of Binders and Policies

Proposals must include an agreement from the agent, broker and/or carrier that binders detailing coverage to be provided will be delivered to the County prior to the effective date of coverage. Further, the agreement should confirm that completed policies will be delivered to the County within 15 calendar days following the inception of coverage (unless delayed due to the fault of the County).

16. Loss Runs

Proposals should include an agreement that the agent, broker or carrier(s) will furnish a monthly report of all claims indicating property or persons involved, date of loss or accident, amount paid, and amount reserved. This report must be furnished within 30 days of the end of each report month to the County Auditor. The claims report should continue to be provided until all claims are closed, even after the expiration of the policy period. An alternative would be to make loss runs available to the County through a website.

17. The County's Reservation of Rights

The County reserves the right to select individual forms of insurance coverage or coverages written on a group or package basis (unless the proposer's objection is indicated in the proposal) from different insurers. The County also reserves the right to reject any and all parts thereof, or to waive informalities, irregularities and errors in the proposals if they are technical in nature and not material. Finally, the County reserves the right to cancel, amend or discontinue at its discretion all or any part of the insurance coverages or services utilized in accordance with the provisions of each insurance policy. It is not incumbent on the County to accept the lowest priced proposal(s) received.

18 Proposal Format

Part III (Expiring Property Insurance & Proposal Questionnaire) must be completed and submitted (with sample policies) in its entirety as part of your proposal, along with a Certificate of Interested Parties (Form 1295 or an exemption from it). The table provides a standard format to present proposed limits, sublimits, coverage conditions, exclusions, annual premiums and optional coverages. It can be completed by hand and, for the most part, can be answered by responding "Yes", "No", "Included" or "Not Included" or by writing a numerical limit or premium. The table may require 2 to 3 hours to complete when completed by an individual who is familiar with the coverage that is being proposed. Completion of the table gives the proposers a standardized way to point out the strengths and weaknesses of the coverage they are proposing as compared to the coverage presently in force.

19. Qualifications of Agents and/or Brokers

Proposers should state whether they meet the following qualifications and be prepared to give satisfactory evidence upon request:

Agents, Brokers, and Pool administrators must maintain an Errors & Omissions policy with limits of at least \$1,000,000 per occurrence, available aggregate limits of at least \$1,000,000 and a maximum deductible not to exceed \$10,000 while writing the County's coverage. Exceptions will be considered on a case-by-case basis.

20. References

Proposing agents, brokers, pool administrators, and insurers must list three client references that can be contacted by the County or by the Consultant for discussing the proposer's service abilities. References should include firm name, contact name, contact's title, mailing address, email address and telephone #).

21. Access to Insurance Markets

This RFP assumes that no insurance brokers have submitted underwriting information to any insurance underwriters from sources outside this RFP in advance of the RFP's release. Further, no insurance markets are being assigned by the County.

22. Deliveries

Upon any breach of contract/proposal, the County reserves the right to proceed against the successful vendor for any and all damages occasioned by the breach.

23. Rejections

All disputes concerning this proposal will be determined by Commissioners' Court or their designated representative.

24. Protest Procedures

Any actual or prospective vendor who believes they are aggrieved in connection with or pertaining to a proposal may file a protest. The protest must be delivered in writing to the County Auditor in person or by certified mail return receipt requested prior to award. The written protest must include:

1. Name, mailing address and business phone number of the protesting party;
2. Appropriate identification of the proposal being protested;
3. A precise statement of the reasons for the protest; and
4. Any documentation or other evidence supporting the protest and any alleged claims.

The Auditor's Office will attempt to resolve the protest, including at the Auditor's option, meeting with the protesting party. If the protest is successfully resolved by agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Commissioners' Court.

If the Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Commissioners' Court. Applicable documentation and other information applying to the protest will be forwarded to Commissioners' Court, who will promptly review such documentation and information.

If additional information is desired, Commissioners' Court may notify the necessary party or parties to the protest to provide such information. The decision of Commissioner's Court will be final.

25. Public Information Act

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

26. Governing Law

Bidder is advised that the Invitation to Bid, Request for Proposal or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Invitation to Bid, Request for Proposal or Contract.

All parties agree that the venue for any litigation arising from this Invitation to Bid, Request for Proposal and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

27. Bid, Proposal, and/or Form Completion

Once a bid, proposal and/or contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Commissioners' Court or at a mandatory pre-bid meeting.

Fill out, sign, and return to the Calhoun County Judge's Office the required number of bid forms, proposal forms, and/or contracts, and any other required information by the day and time the bid, proposal and/or contract is due.

The bid, proposal and/or contract must be signed and dated by an officer (or employee) who is duly authorized to execute this bid, proposal and/or contract, and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, and that the contents of this bid, proposal and/or contract as to prices, terms or conditions of said bid have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid, proposal and/or contract (refer Vendor's Commitment on page 18).

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bid, proposal and/or contract. If an error is made, the vendor must draw a line through the error and initial each change. All responses typed or handwritten must be clear and legible.

28. Inspections

Calhoun County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department before accepting them.

29. Assignment

The successful vendor may not assign, sell or otherwise transfer this bid, proposal and/or contract without written permission of Calhoun County Commissioners' Court.

30. Delinquent Property Taxes

Calhoun County reserves the right to reject any bid, proposal and/or contract submitted by a vendor owing delinquent property taxes to Calhoun County, Texas.

31. Debarment

Vendor certifies that at the time of submission of its bid, proposal and/or contract, vendor was not on the federal government's list of suspended, ineligible or debarred vendors and that vendor has not been placed on this list between the time of its bid, proposal and/or contract submission and the time of execution of the bid, proposal and/or contract. If vendor is placed on this list during the term of the bid, proposal and/or contract, the vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the bid, proposal and/or contract for default.

32. Invoices and Payments

All invoices are subject to approval by the County Auditor's Office.

33. Gratuities

Calhoun County may, by written notice to the vendor, cancel any order and/or service without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the vendor, or any agent or representative of the vendor to any officer or employee of Calhoun County with a view toward securing an order and/or service. In the event an order and/or service is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

34. Warranty Product

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Vendor warrants that the goods and/or services furnished will conform to the specifications, drawings, and description listed in the bid invitation, proposal and/or contract and to the sample(s) furnished by vendor if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

35. Prohibition against Personal Interest in Bids, Proposals and/or Contracts

No officer or employee of the County shall have financial interest, direct or indirect, in any bid, proposal and/or contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County 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 disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the bid, proposal and/or contract involved voidable by the

Calhoun County Commissioners' Court.

36. Protest Procedures

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective vendor who believes they are aggrieved in connection with or pertaining to a bid, proposal and/or contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the bid, proposal and/or contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Commissioners' Court.

If the County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Commissioners' Court. Applicable documentation and other information applying to the protest will be forwarded to Commissioners' Court, who will promptly review such documentation and information.

If additional information is required, Commissioners' Court will notify the protesting party to provide such information. The decision of Commissioners' Court will be final.

37. Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business

entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners' Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (bids and/or proposals also require Form 1295). The law does not apply to a contract, bid and/or proposal between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within thirty (30) days of approving a contract with a business entity. Governmental transparency is the objective of the law.

A business entity will generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right-hand corner of the form.

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners' Court will not consider for action any bid, proposal and/or contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than thirty (30) days after Calhoun County Commissioners' Court approves a contract or awards a bid or proposal with a business entity, the County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

PART III

EXPIRING PROPERTY INSURANCE & PROPOSAL QUESTIONNAIRE

Calhoun County desires proposals for insurance coverage that is equally as “broad” (or broader) as compared to the coverage presently in force. In addition, the County desires to consider pricing for several coverage options to possibly change its coverage (i.e., “Options to be Proposed”, page 38). Pricing for these options is requested by the County and proposers should not overlook the options. Proposers should explain the reasons associated with any options not quoted.

The coverage presently in force is summarized on the following pages in a “table” format. Please review the information provided below before reviewing or completing the following Proposal Questionnaire.

1. The Proposal Questionnaire serves four basic purposes.
 - First, it provides proposers with details about the coverage currently in force and its pricing. Since the RFP requests pricing for coverage similar to the coverage currently in force, this Questionnaire provides proposers with details about the coverage presently in force. The Questionnaire also addresses TWIA windstorm insurance (not purchased by the County) and NFIP policies purchased by the County.
 - Second, the Questionnaire provides the proposer with a format to be used in detailing the proposed coverage (including coverage options.)
 - Third, the completed Questionnaire will be used in evaluating the proposals (Therefore, full completion of Part III is required)
 - Fourth, the Questionnaire submitted by the successful proposers will be compared to the insurance policies ultimately issued to make certain that the policies agree with the Proposal Questionnaire.
2. It is estimated that a person who is familiar with the coverage that is being proposed can complete the Proposal Questionnaire in 2-4 hours.
3. You are welcome to complete the Questionnaire by hand. It is not necessary to type the responses.
4. The proposal must include a true and exact copy of the policy language that would be found in policies issued to Calhoun County (including all endorsements, terms and conditions, but not including limits, schedules of insured property, policy period term, deductible values). “Sample” or “Specimen” policy language is not requested unless it is intended to be an exact match to the policies that would be issued to Calhoun County.
5. Please attach complete copies of the underwriter’s “quote” sheet(s) when available.
6. Please attach any additional proposal material that you care to provide with the Proposal Questionnaire, especially relating to the availability of loss prevention services as well as coverage enhancements being offered that are not addressed in the questionnaires.
7. The “Options to be Proposed” portion of the questionnaire should be used to provide pricing for each proposed option.
8. Quoted premiums must include any applicable surplus lines and/or fees.

Please contact Don Gray of Gray & Co. if you have any questions regarding the completion of the Proposal Questionnaire. (512-496-3583; donaldkgray@gmail.com).

Miscellaneous (Questions must be answered in the margins)	
1.	Have you enclosed true and exact copies of proposed policy language in each copy of your proposal (including all endorsements, terms and conditions, not required to complete declaration pages and schedules) in accordance with RFP II-11?
2.	Have you attached a listing of references in accordance with RFP II-20?
3.	Do proposing insurers satisfy the all of the provisions of item II-5 in the RFP (Insurer Eligibility)?
4.	Rates are guaranteed for what period? (RFP II-13)
5.	Does the insurer agree to provide loss runs in accordance with RFP II-16?
6.	Do the agent/brokers/representatives who will service the proposal meet the requirements of RFP II-19?
7.	Have you attached copies of the insurer's/underwriter's actual quotation in accordance with item 5 on page 17?
8.	Have you quoted all the "Options" that you are able to quote? (refer to pages 38 and 39)
9.	Have you signed and dated the Vendor's Commitment below on page 18?
10.	Have you enclosed a completed and signed "Certificate of Interested Parties (Form 1295) or (or a signed statement declaring the provision of the law under which the business entity is exempt) as discussed in RFP Part II, item 37 (pages 15-16)?

The RFP Part III portion of the Proposal must be signed and dated by an officer (or employee) who is duly authorized to execute this contract, to confirm the following

Vendor's Commitment (must be signed and dated)

This company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

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

Signature: _____

Printed Name: _____

Name of Vendor Firm: _____

Date: _____

Property/Equipment Breakdown/Inland Marine/Crime

Proposing Insurer:

Current A.M. Best Rating Level (i.e., A-):

Current A.M. Best Financial Size (i.e., XV):

Admitted/Non-Admitted in Texas:

Contact Person, Email address and Phone Number:

DESCRIPTION	Texas Association of Counties Risk Management Pool 7/1/18-19 Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
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Property/Equipment Breakdown/Inland Marine

Building, Contents and Site Improvement Limit (Replacement Cost claim valuation, except Historic Reproduction valuation on the Historical Lighthouse)	\$89,994,822 in combined values (\$64,833,000 building value, \$23,046,822 contents value, \$2,115,000 site improvement value)		Base your quote on the values provided in Exhibit C and not on the 7/1/18-19 values to the left (Exhibit C: \$70,049,000 building value, \$24,245,000 contents value, \$2,401,000 site improvement value). The County may further update these values prior to binding with the successful proposer to bring them current to 7/1/19.
Fine Arts	\$365,000		Base your quote on the values provided in Exhibit C

Inland Marine/Mobile Equipment	\$3,620,224 combined, but loss valuation is driven by each scheduled item's age and scheduled value		Base your quote on the values provided in Exhibit C (\$706,267). The County may further update these values prior to binding with the successful proposer to bring them current to 7/1/19.
Claim Valuation (buildings and contents)	<p>The lesser of the following amounts:</p> <ol style="list-style-type: none"> 1. The cost to repair 2. The cost to rebuild or replace on the same site with new materials of like size, kind and quality. 3. The cost of rebuilding, repairing, or replacing on the same or another site, but not to exceed the size and operating capacity that existed as of the date of the loss. 4. The actual cash value if not repaired, replaced or rebuilt on the same site or another site within two years from the date of the loss 		
Claim valuation (historical lighthouse)	Reproduction cost (i.e., the cost to repair, replace or rebuild with material of like kind, quality compatible to those originally used, including the cost of skilled labor and authentic material necessary to restore the property as nearly as possible to its original condition.		

Claim Valuation (Inland Marine/Mobile Equipment)	<p>The lesser of:</p> <ol style="list-style-type: none"> 1. The cost to repair 2. If less than or equal to 2 years of age, the cost to replace with new equipment of like kind and quality 3. If > two years of age, the cost to replace with like kind and quality, with proper depreciation for obsolescence and physical depreciation 4. If not repaired or replaced, the actual cash value 5. The scheduled value 		
Does the County have the option to elect loss settlement on the lesser of repair or replacement cost basis if the proceeds of the loss settlement are spent on other capital expenditures within 2 years of the date of loss. The expenditure must have been unplanned as of the date of the loss.	Yes		
Agreed values	Not Included		
Ammonia contamination (B&M)	\$125,000		
Arson Reward	Not included		
Accounts Receivable	\$500,000		
"All Risk" Coverage (coverage applies to all exposures that are not otherwise excluded)	Included		
Airport Runways	Lesser of scheduled value or \$250,000		
Ammonia Contamination	\$125,000		
Autos (confiscated or owned autos)	Not Included		

Boiler & Machinery breakdown (aka, Equipment Breakdown)	\$50M		
Bridges (Pedestrian)	Covered for damage resulting from earthquake, explosion, falling aircraft, fire, flood, hail, lightning, named storm, smoke, tornado, vehicle impact, wind driven water, and windstorm		
Bridges (Vehicular)	Not covered		
Builders Risk (property during construction) and soft costs	\$5M		
Business Income (B&M)	Included within the \$50M B&M limit		
CFC refrigerants (B&M)	\$100,000		
Claim Preparation fees and expenses	\$100,000		
Commandeered property (when commandeered for an emergency)	Not included		
Computer Equipment (B&M)	\$50M		
Computer Data & Media (B&M)	\$1M		
Computer Data & Media (non-B&M)	\$1M		
Computer Extra Expense (non-B&M)	Included in Extra Expense limit		
Consequential Loss (B&M)	\$50,000		
Contingent Tax Revenue interruption	\$100,000		
Contingent business income interruption/extra expense (non-B&M)	\$250,000		
Cosmetic Damage	\$500,000		

Covered Property	Real property, personal property belonging to officials and employees when in use within the scope of duties, of others provided the County is obligated to insure, of others in the County's custody to the extent of liability, equipment, towers, and drones which are owned, leased or rented by the County, the interest of contractors and subcontractors during construction.		
Crime Reward	Not included		
Decontamination costs (non-B&M)	\$500,000		
Debris Removal	Lesser of 25% of the property damage loss or \$2.5M		
Deferred Payments	\$500,000		
Detached signs	Included when scheduled as a site improvement		
Drone aircraft (no exposure at this time)	\$100,000		
Earth Movement due to Earthquake	\$10,000,000/ occurrence/ annual aggregate		
Errors & Omissions	\$2.5M		
Evacuation Expenses (patients, inmates, juvenile detainees)	Included, not subject to a sublimit		
Expediting Expenses (non-B&M)	\$500,000		
Expediting Expenses (B&M)	\$250,000		
Extended period of indemnity	\$1M		
Extra Expense (B&M)	\$500,000		

Extra Expense, Business Income (non-B&M)	\$1M		
Evacuation Expense	\$1M		
Fences	Only covered when included in the value of an insured site improvement		
Fine arts (enhanced coverage for fine arts)	As scheduled, not to exceed \$1M		
Fire brigade charges and extinguishing charges	Included, not subject to a sublimit		
Fire Equipment Recharge	Included under the Fire Brigade coverage		
Flag poles	Only covered when included in the value of an insured site improvement		
Flood – as respects locations in Special Hazard Areas	\$2.5M/occurrence/aggregate		
Flood – as respects locations NOT in Special Hazard Areas	\$10M/occurrence/aggregate		
Flood – structures located wholly or partially within Special Flood Hazard Areas that are not eligible for rate National Flood Insurance Program	\$100,000		

<p>"Flood" definition</p>	<p>Flood means a general and temporary condition of partial or complete inundation of normally dry land area from: rising waters, waves, tide, or tidal water; unusual and rapid accumulation or runoff of surface waters from any source; mudslide or mudflow caused by accumulation of water on or under the ground; or the release of water, the rise, overflow, or break of the boundary of a natural or man-made body of water, including spray, excluding physical damage by fire, explosion or sprinkler leakage resulting from Flood. All flooding within a continuous 168 hour period will be considered a single Flood; the beginning of such period shall be determined by the Member.</p>		
<p>Golf Course greens and tees</p>	<p>\$1M</p>		

Green Coverage (B&M)	For a covered B&M loss, the "repair or replace" coverage provides for an upgrade to replace with improved "green" equipment. The limit is the lesser of an additional 25% of the limit of liability or \$1M.		
Hazardous substances (B&M)	\$125,000		
Increased Cost of Construction (to include demolition of damaged property, demolition of undamaged property when total demolition is required)	\$2M		
Inflation guard	Not included		
Inland Marine hired, leased and borrowed equipment	Not included		
Interruption by civil authority	\$1M, 30 days, 5 miles limitation		
Inventory & appraisals	When reasonably needed, TAC will pay 100% of the cost for a third-party appraisal firm to conduct appraisals of the insured buildings		
Joint Loss Agreement	Not applicable (B&M and Property coverage is combined in one policy)		
Jurisdictional inspections (B&M)	Included		
Landscape improvements, such as outdoor trees, lawns, shrubs, plants	\$100,000, subject to \$5,000 per tree or shrub		
Leasehold interests	\$500,000		
Loss of rents	\$500,000		
Lock replacement following the theft of keys	Not included		
Mold resulting from a named peril	\$1M		
Named storm	\$50M		

Newly acquired property	\$5M per occurrence, no aggregate limitation, 120-day time limit		
Newly acquired rental contractor's equipment	\$100,000 per occurrence, no aggregate limit, 120-day time limit		
Damage caused by mold, virus or bacteria	Not covered (except \$1M limit applies to mold resulting from flood, earthquake, wind driven water, lightning, explosion, hail, falling aircraft, fire, flood, named storm, smoke, tornado, vehicle impact when reported within 1 year of the loss)		
Outdoor property such as fences, antennas, detached signs, street signs, security cameras, security lights, lawn watering systems, etc.	Only covered when scheduled as site improvements		
Pairs or sets	Included		
Personal property of officials and employees while at a scheduled location or while in use within scope of duties for the County	\$10,000		
Personal property of others (not to include employees and officers)	\$2,500, deductible waived		
Piers, Docks, Pilings, Bulkheads, and Wharves	Greater of up to \$1M or scheduled value (coverage for damage resulting from earthquake, explosion, falling aircraft, watercraft, fire, flood, hail, lightning, named storm, smoke, tornado, vehicle impact, wind driven water, and windstorm)		

Pollutant Cleanup of land and water, including pollutant removal	\$100,000 per occurrence, \$1M/aggregate (\$125,000 Hazardous Substance cleanup for B&M loss)		
Professional fees	Included within Builders Risk		
Protection & Preservation of Property	Included, no sublimit applies		
Rental reimbursement (Inland Marine)	Included under Extra Expense		
Sewer backup or overflow	Included, no sublimit, 24 hour waiting period		
Service interruption (non-B&M)	\$500,000, 24 hour waiting period		
Service interruption (B&M)	\$1M		
Spoilage	\$250,000 for B&M		
Storage tanks and inventory stored within the tanks	Only covered when included in the value of an insured site improvement		
"Storm Surge" definition	Water driven inland from coastal waters by high winds and low atmospheric pressure. Storm surge is not considered as a flood.		
Transit	\$500,000		
TRIA Foreign Terrorism	Not Included		
Unnamed property	\$2.5M		
Valuable Papers and Records	\$2.5M (applies at all scheduled locations, also included in the Equipment Breakdown limit)		
Loss payees	None at present time		

Water damage (B&M)	\$50,000		
Watercraft (if any, Calhoun County does not own any watercraft)	\$1.5M for unscheduled property		

Property/B&M Exclusions			
Types of Excluded Property	Property Animals other than law enforcement dogs or horses, aircraft other than drones, money, dams, canals, bridges used for public vehicular traffic; roads, land, water, motor vehicles licensed for road use, trailers licensed for road use (other than boat trailers), overhead transmission and distribution lines located beyond 1 mile from covered property, property sold, underground mines, standing timber, crops, crops, grass.		
Damage to piers caused by watercraft, aircraft, fire, windstorm, wave action, tornado, lightning, vandalism, falling objects.	Not excluded		
Indirect or remote loss or damage	Excluded		
Loss of market value or loss of use	Excluded		
Mysterious disappearance, shortage	Excluded		
Damage to a building which is not being kept secure and maintained when the building is vacant for more than 90 consecutive days and when the damage is caused by vandalism, sprinkler leakage, glass breakage, water damage, theft or attempted theft.	Excluded		
Accumulated effects of smog, smoke, vapor, liquid or dust	Excluded		
Damage from lack of or faulty or inadequate maintenance	Excluded		
Nuclear radiation	Excluded		

War	Excluded		
Dishonest acts and theft by officials and employees (other than acts of direct covered physical damage intentionally caused by an employee and without the knowledge of the County except loss by theft by an official or employee)	Excluded		
Lack of incoming or outgoing electricity, water, gas, sewerage, telecommunications when caused by an occurrence off site (other than ensuing damage).	Excluded except when covered by the policy's Service Interruption coverage.		
Unlawful possession, use, release, discharge, dispersal or disposal of any chemical	Excluded		
Faulty workmanship, material, construction, design	Excluded unless physical damage that is not excluded results, and then the resulting damage is covered		
Loss or damage to stock or material that is attributable to manufacturing operations while the stock is being processed	Excluded unless physical damage that is not excluded results, and then the resulting damage is covered		
Deterioration, depletion, rust, corrosion, erosion, wear and tear, inherent vice or latent defect	Excluded unless physical damage that is not excluded results, and then the resulting damage is covered		
Settling, cracking, shrinking, bulging, or expansion of foundations, floors, pavements, walls, ceilings, or roofs	Excluded unless physical damage that is not excluded results, and then the resulting damage is covered		
Changes of temperatures, and changes in relative humidity (whether atmospheric or not)	Excluded unless physical damage that is not excluded results, and then the resulting damage is covered		

Insect, animal or vermin damage	Excluded unless physical damage that is not excluded results, and then the resulting damage is covered		
Asbestos material defects, treatment, abatements, or removal.	Excluded unless directly resulting from other physical damage which is not excluded by the policy		
Fungus, mold, mildew, yeast	Excluded unless directly resulting from other physical damage which is not excluded by the policy		
Shrinkage, changes in color, flavor, texture or finish	Excluded unless directly resulting from other physical damage which is not excluded by the policy		
Contamination	Excluded unless directly resulting from other physical damage which is not excluded by the policy		
Computer virus, including any functioning or malfunctioning of the internet or intranet	Excluded unless directly resulting from fire, lightning, earthquake, explosion, falling aircraft, flood, smoke, vehicle impact, named storm, wind driven water, hail, windstorm, and tornado		

Corruption of use or functionality of data, coding, program, software, or any computer system	Excluded unless directly resulting from fire, lightning, earthquake, explosion, falling aircraft, flood, smoke, vehicle impact, named storm, wind driven water, hail, windstorm, and tornado		
The failure of data processing equipment, software, data, media, microprocessors, integrated circuits, any other electronic equipment, etc. to correctly recognize time or calendars.	Excluded unless directly resulting from fire, lightning, earthquake, explosion, falling aircraft, flood, smoke, vehicle impact, named storm, wind driven water, hail, windstorm, and tornado		
Computer system privacy or security event liability or expense	Excluded		
Crime			
Employee Dishonesty limit	\$250,000 per occurrence		
Forgery or Alteration limit	\$250,000 per occurrence		
Theft, Disappearance, and Destruction limit	\$250,000 per occurrence		
Robbery and Safe Burglary limit	\$250,000 per occurrence		
Computer Fraud and Funds Transfer Fraud limit	\$250,000 per occurrence		
Money Orders and Counterfeit Currency limit	\$250,000 per occurrence		

Includes coverage for "Losses sustained during Prior Insurance"	Yes (for when the loss could have been recovered under the prior policy except for the expiration of the time within which to discover loss had expired)		
Includes Faithful Performance coverage (faithful performance of any employee to perform duties prescribed by law, when such failure has as its direct and immediate result a loss of the County's covered property, including the inability to faithfully perform those duties because of a criminal act committed by a person other than an employee)	Excluded		
Employee Dishonesty coverage applies to theft of covered property by appointed or elected officials, employees while in the County's service and for 30 days following termination of service, and to volunteers while performing duties related to the County.	Excluded		
Premium & Policy Period			
Proposed 7/1/19-20 premium rate per \$100/value for buildings, contents and site improvements (not to include surplus lines tax and fee when applicable)			
Proposed 7/1/19-20 premium rate per \$100/value for mobile equipment (not to include surplus lines tax and fee when applicable)			
Proposed 7/1/19-20 premium rate per \$100/value for scheduled fine arts (not to include surplus lines tax and fee when applicable)			
Annual Premium for coverage outlined above (not to include surplus lines tax and fees when applicable)	\$345,290 for Property/Equipment Breakdown and for Inland Marine		
Amount of any surplus lines tax and fee when applicable	N/A		

The proposed premium is based on the following total values by category (not to include surplus lines tax and fees when applicable)		Buildings, contents, site improvements @ \$_____;	
		Mobile Equipment @ \$_____;	
		Fine Arts @ \$_____;	
Additional TRIA premium (if optional)	N/A		
Policy Period	7/1/18-19		
Deductibles			
Property Damage (except as noted below)	\$2,500		
Equipment Breakdown	\$2,500		
Inland Marine mobile equipment	\$2,500		
Law Enforcement Canine mortality and theft	\$1,000		
Personal property of Persons Other Than Officials and Employees	\$0		
Valuable Papers	\$2,500		
Flood other than Inland Marine (not in Special Flood Hazard Area)	\$25,000		
Flood for Inland Marine (without regard to Special Flood Hazard Area)	\$25,000 per occurrence		
Flood for Special Flood Hazard Area when coverage is purchased from the National Flood Insurance Program	The deductible is the amount recoverable from the NFIP or ACV, not to exceed \$500,000. This deductible applies for each building or structure for real property and for contents at each building or structure		
Flood for Special Flood Hazard Area when coverage is not purchased from the National Flood Insurance Program, or when property is not eligible for NFIP, or should NFIP be discontinued	\$500,000 per building or structure for real property and \$500,000 for contents at each building or structure		

Flood for Special Flood Hazard Area when the community is participating in the NFIP Emergency Program	The \$500,000 figure mentioned in the two rows immediately above are replaced with \$100,000		
Flood for Special Flood Hazard Area when coverage would be available from the National Flood Insurance Program except for the property being considered "ineligible property" under the NFIP (such as gazebos, pavilions, park equipment, fences and gates)	\$25,000 not to exceed \$100,000 per occurrence		
Flood for Special Flood Hazard Area when the community is participating in the NFIP Emergency Program	The \$500,000 figure mentioned in the two rows immediately above are replaced with \$100,000		
Earthquake	\$25,000		
Named Storm in Tier One Counties (which includes Calhoun County)	2% of the 100% replacement cost value (or historic reproduction cost for the Historic Lighthouse). When the Named Storm loss involves damage involves damage at more than one County property, the deductible will be calculated separately for each property that suffers damage from the Named Storm and applied separately to the adjusted loss at each property, subject to a minimum deductible of \$50,000 for all such loss or damage at all county properties combined. This minimum deductible is not applicable to Mobile Equipment.		

Flood or Storm Surge damage resulting from a Named Storm for Special Flood Hazard Area when coverage is purchased from the National Flood Insurance Program	The deductible is the amount recoverable from the NFIP or ACV, not to exceed \$500,000. This deductible applies for each building or structure for real property and for contents at each building or structure		
Flood or Storm Surge damage resulting from a Named Storm for Special Flood Hazard Area when coverage is not purchased from the National Flood Insurance Program, or when property is not eligible for NFIP, or should NFIP be discontinued	\$500,000 per building or structure for real property and \$500,000 for contents at each building or structure		
Flood or Storm Surge damage resulting from a Named Storm for Special Flood Hazard Area when the community is participating in the NFIP Emergency Program	The \$500,000 figure mentioned in the two rows immediately above are replaced with \$100,000		
Flood or Storm Surge damage resulting from a Named Storm for Special Flood Hazard Area when coverage would be available from the National Flood Insurance Program except for the property being considered "ineligible property" under the NFIP (such as gazebos, pavilions, park equipment, fences and gates)	\$25,000 not to exceed \$100,000 per occurrence		
Flood or Storm Surge damage resulting from a Named Storm for Special Flood Hazard Area when the community is participating in the NFIP Emergency Program	The \$500,000 figure mentioned in the two rows immediately above are replaced with \$100,000		
Does the Named Storm definition include all loss or damage during a period of 72 consecutive hours that is caused by named tropical storm and all phenomenon associated with the storm such as flood, storm surge, wind driven rain, wind, hail, sleet, tornadoes, and lightning?	Yes		
Does the County maintain insurance from the Texas Windstorm Insurance Association?	No		
Does the County maintain NFIP insurance on properties located within a Special Flood Hazard Area?	Yes		

Communication equipment	\$2,500		
Electronic Data Processing Equipment	\$2,500		
Transit	\$2,500		
Service Interruption/Civil Authority (B&M)	24 hours		
Crime	\$1,000		
"Two or more deductibles apply" clause	The total deductible will not exceed the largest single deductible applicable to the occurrence (however, the "Two or More Deductibles" clause does not apply to buildings or structures located in a Special Flood Hazard Area)		

Underwriter's Conditions

For future renewals, what type of verification of property values will be required by the insurer? (i.e., appraisal provided by the insurer, appraisal provided by the insured, reasonable values by sq. footage, trend increases from the 2019 values, etc.)	
What type of assistance is the proposer/insurer willing to provide to assist the County evaluating its values on insured property?	

Options to be Proposed

DESCRIPTION	<i>For each of the following options, quote the "amount of the change" in the premium quoted above</i>	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (Indicate "Not proposed" if the option is not being proposed or "Included" if coverage is provided at no change in the premium provided above).
Quote the premium credit for increasing the Property/B&M "all other" deductible to \$10,000 (other than Inland Marine and Fine Arts)			

For the Memorial Medical Center location at 815 North Virginia Street in Port Lavaca, quote the additional premium to reduce the Named Storm deductible from the current 2% of MMC's total insured value to \$100,000. It is fine to quote this coverage through another insurer, such as a Lloyd's syndicate or others			
Quote the additional premium required for the following limit: \$5M Extra Expense/Loss of Revenues			
\$200,000 Land and Water Pollutant Cleanup for non-B&M (soil, water), \$1M aggregate			
Quote the additional premium required for the following limit: Evacuation Expense @ \$2M			
Quote the additional premium required for the following limit: Earthquake @ \$15M			
Quote the additional premium to increase the Accounts Receivable limit from \$500,000 to \$2,500,000			
Quote the additional premium to increase the Electronic data & Media limit from \$1M to \$2.5M			
Quote the additional premium to increase the following Equipment Breakdown limits: 1. Spoilage increased limit from \$250,000 to \$500,000 2. Service Interruption increased limit from \$1,000,000 to \$2,500,000 3. Extra Expense increased limit from \$500,000 to \$1,000,000 4. Expediting Expense increased limit from \$250,000 to \$500,000 5. Hazardous Substance increased limit from \$125,000 to \$1,000,000 6. Ammonia Contamination increased limit from \$125,000 to \$500,000			
Quote the additional premium to increase the Valuable Papers limit from \$1M to \$2.5M			
Quote the additional premium to increase the Leasehold Interest limit from \$500,000 to \$2.5M			
Quote the additional premium to increase in the Crime insurance limits to \$500,000 subject to a \$10,000 deductible			
Any other options that you are quoting?			
<i>Please explain the reasons associated with any options that are not being quoted.</i>			

Agent/Representative Services

Proposals should detail the specific services and forms of assistance that the agent/broker intends to provide to Calhoun County. Examples of services are listed below. Please incorporate information about the proposed services address into your proposal.

Suggested services to be proposed include the following:

1. Negotiating coverage and price with underwriters
2. Maintaining insurer relations
3. Promptly advise the County Auditor of any changes in AM Best ratings of the insurers who provide coverage to the County purchased through this RFP (and of a pool's reinsurers)
4. Evaluating new exposures and adding coverage, as needed
5. Handling mid-term coverage disruptions
6. Issuing certificates of insurance
7. Verifying rates and premiums
8. Providing the County Auditor with suggested budget figures for insurance premiums
9. Delivering binders prior to July 1 each year
10. Checking policy wording for accuracy
11. Delivering policies within 30 days following the inception of coverage and mid-term endorsements (hard copies and electronic copies) except for delays caused by the County
12. Answering coverage questions
13. Attending meetings with the County or others
14. Premium billing
15. Checking premium billings for accuracy
16. Claim submission
17. Provide the County with receipt confirmation of all claims submitted by the County
18. Assisting with claims
19. Furnish a quarterly loss runs or make available on line.
20. Review open claims via telephone or in person with the County Auditor on a quarterly basis.
21. Make certain that the County is aware of all loss control/engineering services that can be provided by the insurers who write the County's policies purchased through this RFP
22. Assistance with property valuations
23. Special studies when requested
24. Market the County's property insurance program only when authorized by the County.

Insurer Services

Please use the space below to provide a detailed listing of services to be provided by the proposing insurer in serving Calhoun County. Indicate whether the services are provided at no additional cost to the County or to be provided on a fee basis.