



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER: 1464

RFP TITLE: INSURANCE – PROPERTY & CASUALTY

DATE DUE: May 7, 2019 DUE NO LATER THAN 11:00 A.M.

**CAMERON COUNTY
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**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP
INSURANCE PROPERTY AND CASUALTY**

RFP 1464

Due Date May 7, 2019

Due no later than 11:00 a.m.

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

RFPs received later than the date and time above will not be considered.

Please return RFP **ORIGINAL AND EIGHT (8) COPIES PLUS TWO (2) ELECTRONIC COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

mailed or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.**

For additional INFORMATION or to request ADDENDUM contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us or [http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

Pre-proposal questions must be submitted by: Friday April 12, 2019 (e-mail or fax 956-550-7219 Mike Forbes)

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

Taxpayer Identification Number (T.I.N.): _____

Cameron County Acct #'s : Real Estate _____ Personal Property _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Print Name _____ Signature: _____

How did you find out about this RFP _____ (ex: Newspaper, Web, Mail)

Is Proposer's principal place of Business within Cameron County? Yes - No

If yes what City: _____

(Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provision of this proposal. When an award letter is issued, this proposal becomes the contract. If a proposal required specific Contract is to be utilized in addition to this proposal, this signed proposal will become part of that contract. When an additional Contract is required a proposal award does not constitute a contract award and proposal/contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

CHECK LIST

Items checked below represent components which comprise this proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this proposal. Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**
You should be familiar with all of the Instructions to Proposers.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Attachments A, B, C, D, E, F, G, H, I**
Be sure to complete these forms and return with packet.
- Proposal Guaranty & Performance Bond Information & Requirements**
This form applies only to certain proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill our completely.
- Minimum Insurance Requirements**
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- Financial Statement**
When this information is required, you must use this form.

Other - Final Reminders To double check before submitting RFP

- Is your proposal sealed with RFP #, title, Proposer Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A,B,C,D,E, F, G, H, I ?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?
[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If not interested in responding please let us know why e-mail to: Purchasing@co.cameron.tx.us

INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web [http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual award information can be accessed at: [http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Review this document in its entirety. Be sure your RFP is complete, and double check your submittal for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, on the Specifications' Forms. The County's specifications may be exceeded and should be noted by the Proposer as such. Any proposal NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to RFP is governed by the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposers are further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled in writing. If any questions result in a change or addition to this RFP, the change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only. Verbal changes to RFP's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E , F , G, H and return all with your RFP.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

This can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/conflictinterest.pdf>

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document. If for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

This can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/DisclosureofInterest.pdf>

TEXAS ETHICS COMMISSION FORM 1295

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at:

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

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link:

http://www.co.cameron.tx.us/administration/purchasing_department/index.php

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received unit 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

SUCCESSFUL PROPOSER WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award. Awards should be made approximately thirty (30) days after the proposal opening date, but no later than July 1, 2019. Results may be obtained by contacting the Purchasing Contact.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All Proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site:

http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THESE INSTRUCTIONS AND THOSE FOUND ON PAGES 24-29 OF THE SPECIFICATIONS ARE THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND EIGHT (8) COPIES PLUS TWO (2) ELECTROIC COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or Proposer's authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
6. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
7. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP
8. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
9. This is an RFP inquiry only and implies no obligation on the part of Cameron County.
10. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the Services received by County.
11. Partial RFP's will not be accepted unless awarded by complete category or line item.
12. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
13. It is the responsibility of the proposer to ask any and all questions the proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.
14. If PROPOSER takes exception to specifications or reference data, he will be required to provide details etc. as specified.
15. If a Bid Bond is required in this Proposal it must be included in Proposers Sealed RFP package.

PURCHASE ORDER AND DELIVERY: The successful Proposer shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department.

INVOICES AND PAYMENTS: (a) Vendor shall submit separate invoices, in duplicate, on each purchase order. Invoices shall indicate the purchase order number. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, Brownsville, Texas 78523. Payment shall not be due until the above instruments are submitted. Our Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extend funds are not available and any delivered buy unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. The County will pay on invoice. Contracts providing for a monthly charge will be billed and

paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 East Monroe Street, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

Vendor shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE STREET
BROWNSVILLE, TEXAS 78520**

Please note that any payment due on a contract awarded under this RFP will be applied towards any debt, including but not limited to delinquent taxes that are owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

RESPONSIBILITY: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

- a) Have adequate financial resources, or the ability to obtain such resources as required;
- b) Be able to comply with the required or proposed delivery schedule;
- c) Have a satisfactory record of performance;
- d) Be otherwise qualified and eligible to receive an award.

Cameron County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

CONTRACT ADMINISTRATION: Under this contract, Ms. Susana Marfileno, Assistant Director of Human Resources, Cameron County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Cameron County Commissioner's Court and the successful proposer.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Cameron County budget approved by Commissioners Court for the October 1, 2018, thru September 30, 2019, fiscal year.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal, including the TEXAS HAZARD COMMUNICATION ACT and THE CAMERON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKER'S COMPENSATION: This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

PROPOSAL SPECIFICATIONS

II. EVALUATION AND SELECTION CRITERIA

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criterion

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non-responsive

Evaluators score by category will be multiplied by the assigned weight for each criterion by vendor then totaled.

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Proposer selected for the project. Commissioners Court will make the final selection and possible approval of the contract.

Evaluation Scoring Criteria:

<u>Factor</u>	<u>Points</u>
Cost	60
Public Sector Experience	10
References	10
Responsiveness to Specifications	20
Total:	100

Cameron County is requesting sealed proposals for the following types of insurance coverage:

General Liability	Auto Liability
Uninsured/Under Insured Motorist	Auto Physical Damage
Personal Injury Protection	Law Enforcement Liability
Public Official Liability	Employment Practices Liability
District Clerk Errors & Omissions	Property/Time Element (Including B&M/EDP)
Bridges	Inland Marine (Mobile Equipment)
Terrorism	Flood
Windstorm and Hail	Cyber Liability
Crime	

Policy Period(s): The initial policy period is **July 1, 2019, through July 1, 2020**. Possible extensions include: **July 1, 2020, through July 1, 2021; July 1, 2021, through July 1, 2022**

Policy Extensions: At the end of the initial policy period, the Commissioner's Court reserves the right to extend this policy, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within Cameron County's timeframe which reflects renewal terms for the forthcoming policy year that are deemed by Cameron County to be competitive with current market conditions. However, Cameron County may terminate these policies at any time if funds are restricted, withdrawn, not appropriated/approved, or if service is unsatisfactory. The anticipated award of these policies is June 19, 2019. This extension will be in twelve (12)-month increments for up to an additional twenty-four (24) months, with the terms and

conditions remaining the same. The total period of these policies, including all extensions, will not exceed a maximum combined period of thirty-six (36) months. The extension of these policies is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

RFP Contacts:

PURCHASING CONTACT:

Michael Forbes
Cameron County
Brownsville, TX 78520
75080
Phone: 956-544-0871
E-mail: mforbes@co.cameron.tx.us

CONSULTANT CONTACT:

Carolyn A. Miller, CPCU
RWL Group
300 N. Coit Road, #810, Richardson, TX
15201 Lucian Drive, Austin, TX 78725
Phone: 972-907-9095; 512-904-0048
E-Mail: Carolyn@rwlgroup.com

TECHNICAL CONTACT:

Susana Marfileno
Cameron County
Brownsville, TX 78520
Phone: 956-544-0827
E-mail: smarfileno@co.cameron.tx.us

The specifications listed are minimum requirements and are intended to govern, in general, the insurance coverage desired.

The insurance coverage including all necessary endorsements furnished under these specifications shall be with an insurer licensed to transact insurance business in the State of Texas or a self-insurance pool.

Proposals must be submitted according to specifications; however, a proposer may also submit alternative proposals with recommendations as to why they would be in the best interests of the County.

The County is utilizing the Request for Proposals format and although cost will be the most important consideration in awarding the insurance, the County reserves the right to award the coverage to the proposer who in the opinion of the County will best serve the interests of the County.

The County reserves the right to reject any and all proposals and to waive any formalities or technicalities in any of the proposals.

Specimen policies and forms including all endorsements that would be attached to the policies must be included with the proposal package.

The proposals must indicate whether coverage is subject to audit or is a fixed annual price. Premium charges for changes in exposures during one-year term are acceptable.

Please indicate in the proposals whether or not lines of coverage may be individually purchased or if the proposal is a package only.

The Insurance offered shall meet all Federal and State of Texas regulations and standards in effect and applicable to the insurance furnished.

Any variations from the specifications must be indicated on the proposal or on a separate attachment to the proposal so identified as such.

Descriptive Literature: Each proposer shall submit with this proposal a copy of descriptive literature sufficient in detail to enable an intelligent comparison of coverage.

Payment shall be made at the beginning of each of the three fiscal years covered under this agreement; however, it is understood that the County shall have the right to terminate the policy at the end of any fiscal year if the Commissioners' Court of the County does not appropriate moneys sufficient to pay the premium for the next fiscal year.

EXECUTIVE SUMMARY:

Format and Content: Please included in your RFP's / RFQ's as your cover.

Executive Summary (2 pages max.)

Summary of Proposal as submitted

Introduction (2 pages max.)

Proposals must include confirm that the firm will comply with all of the provisions in this RFP. If exceptions will be taken it should be so noted. Proposals must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected. Include the following: *Firms Name, Address, Phone #, Contact Name, Phone #, Email address.*

Understanding of the RFP requirements (1-page max.)

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of this Proposal.

Methodology Used for the Project (1-page max.)

Proposers must provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the objectives of this RFP.

Management Plan for the Project (1 page max.)

Proposers must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the goals/needs of the County.

Experience and Qualifications (2 pages max.)

Provide list specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed and Title;

RFP Cost Proposal (1 page max.)

Proposer's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Evaluation Criteria (2 pages total max. for all criteria)

Explain your firm's strengths/advantages as they pertain to each of the Evaluation Scoring criteria. Note each criterion separately with explanation for each.

**CAMERON COUNTY PROPOSAL FORM
PROPERTY & CASUALTY
FOR CAMERON COUNTY**

RFP # 1464

NAME OF PROPOSER:

Mailing Address:

City: _____ State: _____ Zip: _____

Location address (if different from mailing):

City: _____ State: _____ Zip: _____

Email Address:

Telephone: _____ Fax: _____

Mobile Phone: _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: _____

Printed Name and Title of Signer:

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

RFP Title _____

Proposer's Name _____

Attachment A

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP. ***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (on or before July 1, 2019), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that 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 discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP 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 RFP.

Name and Address of Proposer:

Telephone number _____ Fax number _____

Signature
Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day
of _____ 20 _____.

Notary Public in and for County _____ State _____
THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer” refers to a person who is not a resident.

“Resident Proposer” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident

(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident

(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

Print

Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

01. Has any individual with the firm submitting this Proposal Response made any contact with any member of Commissioners?
Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Purchasing Agent?

02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest Proposer or successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s : Real Estate Personal Property

01. Is the person or the firm submitting this RFP current with all local and State taxes?

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated of cause or default.

Company name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

1 Name of vendor who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3. Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

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

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or director, or holds an ownership interest of one percent or more?

Yes No

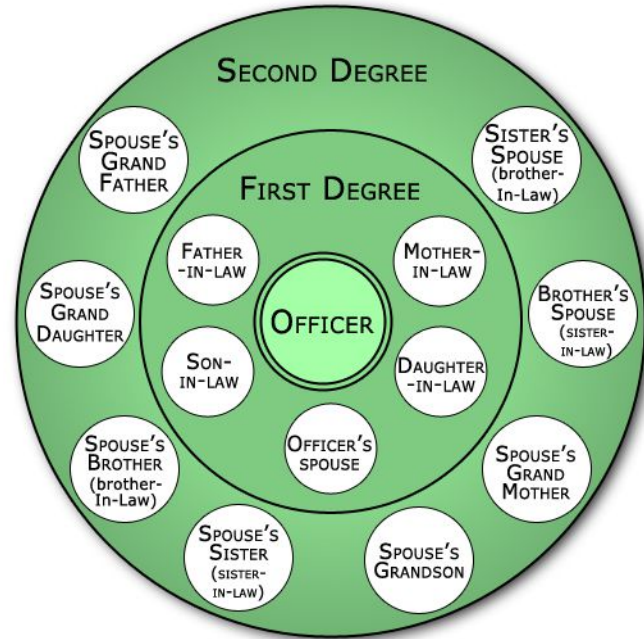
D. Describe each employment or business and family relationship with the local government officer named in this section.

NEPOTISM CHART

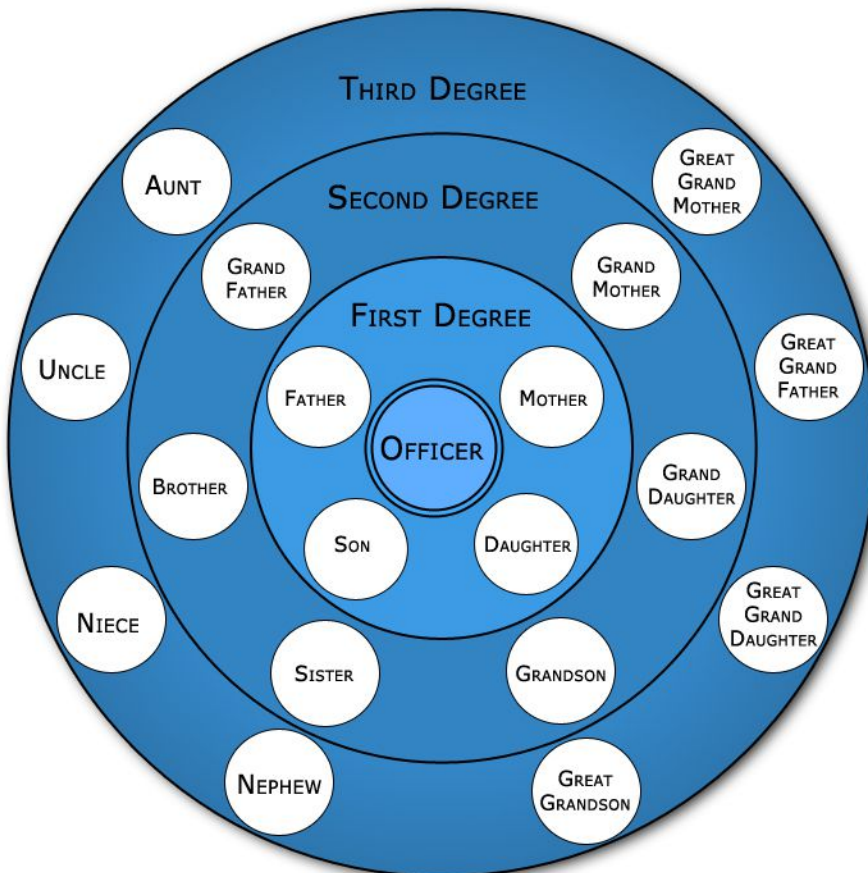
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

- 1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002

DISCLOSURE OF INTERESTS (CONTINUED)

- a) For purpose of this chapter, a person has a substantial interest in a business entity if:
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

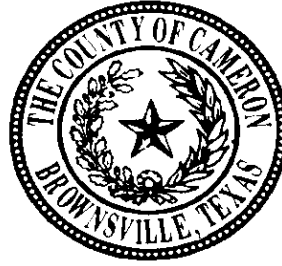
Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
 (Type or Print)

Signature of Certifying Person: _____ Date: _____



HOUSE BILL 89 VERIFICATION

I, _____,
[Person Name]

the undersigned representative of

[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____

Date: _____

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

THIS FORM MUST BE RETURNED WITH YOUR RFP

GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))

ADDENDA: If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

ADVERTISING: Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

AWARD: Cameron County may hold RFP responses for a period up to July 1m 2019. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it

shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

DISQUALIFICATION OF PROPOSER: Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2.

To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
 - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
 - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE: The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and

said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

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

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

~~**WARRANTY ITEMS/PRODUCTS:**~~ Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

SAFETY WARRANTY: As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

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

act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

LATE RESPONSES: RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

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

O.S.H.A: Proposer must meet all Federal and State OSHA requirements.

REMEDIES: The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

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

PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

OTHER TERMS: The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

February 25, 2019

2019

PROPERTY & CASUALTY INSURANCE SPECIFICATIONS

for

CAMERON COUNTY

RFP No. 1464

Due Date: Tuesday, May 7, 2019

Prepared By:

RWL Group
Suite 810
300 N. Coit Road
Richardson, Texas 75080-5456

Phone: 972-907-9095
Fax: 972-907-9198
E-Mail: rwlgroup@rwlgroup.com
Website: www.rwlgroup.com

SECTION I GENERAL REQUIREMENTS AND INSTRUCTIONS

A. PURPOSE

Cameron County is seeking quotations for property and liability insurance protection. The County is prepared to accept retentions or deductibles compatible with its financial strengths, provided that the credits extended justify the assumption of the financial risk. Cameron County will consider a plan that deviates from options listed if it offers overall cost benefits. The insurance is to take effect on July 1, 2019. Please refer to Exhibit IX for a list of current carriers.

B. NOTICE

1. The information contained in these specifications is confidential and is to be used only in connection with preparing proposals for insurance.
2. Cameron County reserves the right to accept or reject, in part or in whole, any portion of the proposal program when, in its judgment, such action is deemed necessary and in the best interests of the insured. The County also reserves the right to waive or dispense with any of the formalities contained herein.
3. Each proposer is asked to submit quotations on the basis of the specifications contained herein. Alternative proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained in the appropriate proposal form.
4. The underwriting information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty. Requests for additional information should be directed to Susana Marfileno (see address information in D., Communication).

C. TIMETABLE

1. The specifications will be available for proposers on or about Monday, February 25, 2019, from Mr. Michael Forbes, Director of Purchasing, Purchasing Department, 1100 E. Monroe, 3rd Floor, Room 345, Brownsville, TX. As an alternative, the specifications can be downloaded from the County's website:
www.co.cameron.tx.us/purchasing/specs.htm.
2. A Market Request Form is included in this packet. This request form must be completed and e-mailed/mailed/faxed to RWL Group (see address information in D., Communication). The form is due beginning 5:00 p.m., on Tuesday, March 5, 2019. A copy should also be sent to Susana Marfileno at Cameron County.
3. Markets will be assigned to agents beginning on Wednesday, March 6, 2019.
4. One (1) original and eight (8) copies, and two (2) electronic copies of each proposal must be delivered to the Director of Purchasing, Cameron County, County Courthouse (Dancy Building), 1100 E. Monroe Street, 3rd Floor, Suite 345, Brownsville, Texas 78520, by no later than 10:00 a.m. on Tuesday, May 7, 2019, in a sealed envelope. Each sealed envelope should be clearly labeled **"PROPOSAL NO. 1464, PROPERTY & CASUALTY INSURANCE PROPOSAL, SEALED RFP."**

When proposals are sent by mail, the proposer shall be responsible for their delivery by the date set for the closing of proposal acceptance. If the mail is delayed beyond the date set for the closing for reasons other than as outlined in the earlier pages of this RFP, proposals thus delayed may not be considered.

The sealed envelopes will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 10:01 a.m. (as per Purchasing Department time clock) on deadline due date.

5. The deadline for asking questions is Friday, April 12, 2019.
6. Interview(s) with viable proposer(s) will be held on Thursday, May 16, 2019, if warranted.
7. Selected proposer(s) will be notified on or about the week of June 19, 2019.
8. Binders are to be provided by no later than June 24, 2019.
9. Policies are to be delivered to Susana Marfileno at Cameron County by no later than September 5, 2019.

D. COMMUNICATION

1. Requests for clarification or interpretation of the specifications should be submitted, in writing, to:

Carolyn A. Miller, CPCU, Senior Consultant
RWL GROUP
300 N. Coit Road, Suite 810, Richardson, Texas 75080-5456
15201 Lucian Street, Austin, Texas 78725
PHONE: 972-907-9095 or 512-904-0048 FAX: 972-907-9198
E-mail: carolyn@rwlgroup.com

2. Ms. Susana Marfileno shall represent the County relative to all matters pertaining to these specifications and contracts in conjunction herein. Inspections may be coordinated through Ms. Marfileno who can be contacted as follows:

Ms. Susana Marfileno
Assistant Director of Human Resources
Cameron County
1100 E. Monroe Street, Suite 118
Brownsville, TX 78520
PHONE: 956-544-0827 FAX: (956) 550-1372
E-mail: smarfileno@co.cameron.tx.us

3. Mr. Michael Forbes shall be the Purchasing contact for the County. Mr. Forbes can be contacted as follows:

Mr. Michael Forbes
Purchasing Agent
Cameron County
1100 East Monroe Street
Brownsville, TX 78520
PHONE: 956-544-0871
Emails: mforbes@co.cameron.tx.us

E. PROPOSALS

1. Proposals are to be clearly explained and identified. The proposal specifications contain proposal forms. These forms should be completed by the proposer and attached to the proposal. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to subject specifications, must be correctly completed. All costs, including optional programs, must be clearly stated and summarized. Exceptions or deviations from the specifications must be explicitly identified in the Exception Form contained in the specification package. Failure to follow these instructions may be grounds for disqualification of a proposal.

Please note: If no exceptions are listed in the Exception Form at the end of each section, it will be presumed that the proposal contemplates coverage. Also, it is mandatory for all proposers to list in the exceptions any material restriction of coverage that may be proposed by insurers. The Exception Form should be used to list any specifications that cannot be complied with for legal reasons.

2. Proposers may withdraw their proposals at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposer may withdraw or cancel their proposal after the closing time for submission.
3. If any person who is submitting a proposal is in doubt as to the true meaning of any part of these specifications, he/she may submit to RWL Group a written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery to RWL Group. As to the interpretation of the specifications, the decision of RWL Group will be final. ***Oral explanations will not be binding.***
4. Cameron County will accept one of the proposals, or a combination of several parts of more than one of the proposals, or reject all proposals as soon as possible after the time for close of proposals.

F. QUALIFICATIONS

1. AGENT:

All agents submitting proposals for this insurance must meet the following minimum qualifications:

- a. The agency must be duly licensed to do business in the State of Texas.
- b. The agency must have insurance for agent's errors and omissions with a limit of at least \$1,000,000 per-occurrence. A certificate evidencing coverage must be included with the proposal.
- c. The agency must have been in business for at least five (5) years.
- d. The agency must assign a minimum of one qualified account representative to service Cameron County. This representative should have several years of experience in public entity property and liability lines and/or hold an insurance designation. Please include the resumes of all proposed account representatives in the proposal.

2. INSURER:

- a. Although proposals will be accepted from carriers regardless of their *A.M. Best* rating (or whether or not they are rated) more favorable consideration will be given to those proposals submitted by carriers with ratings of at least A-:VII in the latest edition of *A.M. Best's Key Rating Guide* (property/casualty edition).
- b. Insurers shall be duly licensed, or approved non-admitted carriers, and comply with all applicable state insurance laws and requirements or duly constituted applicable insurance regulatory authorities.
- c. Local claims, underwriting and engineering capabilities will be considered a plus. If independent servicing firms are to be used for claims or safety engineering services, their names and addresses must be shown.
- d. Quotations will be accepted from intergovernmental risk sharing pools organized in accordance with Article 4413 (32c), Texas Interlocal Cooperation Act, and Article 8309h, Workers Compensation for Political Subdivisions. Self-insurance pools must include a current financial statement (Balance Sheet and Statement of Operations) and the most recent audited financial statements, including the auditor's opinion, plus complete particulars about its reinsurance programs.

G. ASSIGNMENT OF MARKETS (Does Not Apply To Direct Writers)

The market allocation procedure is applicable to situations when more than one agent wants to obtain quotes from the same insurance group. Cameron County reserves the right to assign the use of any given insurance carrier with respect to this insurance to a specific agent or broker to avoid multiple contacts with a single insurance underwriter. Your cooperation is asked in helping obtain as wide a representation of potential insurers as is presently possible through the following method:

1. Each agent (or company) participating in the proposal process is asked to submit an initial list of insurers with which he/she would like to work in preparing proposals for the requested programs. ***This list should be ranked in order of preference.*** A prepared form for these requests is attached entitled "Market Request Form." Please list no more than three choices per line of coverage.
2. The Market Request Form is due beginning on Tuesday, March 5, 2019. This form should be completed and e-mailed/mailed/faxed to Carolyn A. Miller at RWL Group. A complete copy should also be sent to Susana Marfileno at Cameron County.
3. RWL Group will begin assigning markets on Wednesday, March 6, 2019, based on the requests received at that time.
4. Insurance markets will be assigned in accordance with the following principles:
 - a. All market awards will endeavor to follow the requests in the order of priority indicated by the agent. At the discretion of Cameron County and RWL Group, the order of choice between agents requesting the same markets will be determined by the order in which the Market Request Forms are received by RWL Group. ***No markets are to be reserved until approved by RWL Group. Failure to follow these rules may result in disqualification of your proposal.***

- b. Insurance carriers presently providing insurance to Cameron County will automatically be retained by the current agent, provided he/she lists the carrier(s) as the first choice on the Market Request Form. The incumbent agent shall have first choice in the market selection. Remaining markets will be assigned by order of preference listed and date/time received by RWL Group. See Exhibit IX for a schedule of current carriers.
 - c. Requests for insurance markets received after the date indicated will be honored only to the extent that such companies have not previously been requested and assigned.
5. No more than one agent may contact any one insurance group. To assist us in achieving this, all requests for carriers that are part of a group should be made in the name of the group and **not the individual carrier**. Market requests for other than insurance companies or groups will not be acceptable; for example, if the company is National Union, please show your choice as AIG Group. Refer to Item 6 in Section II (General Underwriting Requirements) with regard to non-admitted carriers that may be part of a group. In the case of E&S markets, also show the name of the carrier group. **Do not list the company or intermediary**.
 6. Cameron County reserves the right to assign additional markets as may be appropriate, if not in conflict with previous assignments. If additional markets are desired, the agent must secure prior approval from RWL Group before approaching said markets. Additional markets may be requested beginning Thursday, March 7, 2019. Additional markets must be requested in writing and must not be contacted or reserved without approval from RWL Group. **Failure to follow these rules may result in disqualification of your proposal**.
 7. If full insurance coverage will not be provided by one insurer, the percentage of the amount of coverage to be provided by each insurer must be shown.
 8. If RWL Group or Cameron County feels that all viable markets have not been approached, a letter will be sent to all providers listing these additional markets. Each provider will be permitted to choose **one** additional market from this list on a first-come, first-served basis, via an emailed or faxed written request.
 9. RWL Group will invite selected vendors who have submitted viable proposals to present their proposals and to negotiate best and final offers on Thursday, May 16, 2019. Each of the selected vendors will be subject to a supplemental market assignment process with respect to any insurer that has not otherwise submitted a proposal (or viable proposal) to any vendor, notwithstanding previous assignments to any vendor that has, or has not, been invited to make a presentation to Cameron County.

H. SELECTION CRITERIA

Cameron County reserves the right to award the subjects of the proposal, in whole or in part, to those proposers who demonstrate professional competence in submitting proposals that satisfy cost, coverage, and servicing criteria. Insurance proposals will be carefully evaluated in terms of cost effectiveness and coverage, and for compliance with the insurance, risk financing, and servicing criteria as contained in the specifications. The insured will consider the merits of each proposal, whether on a consolidated or fragmented basis. Award will be made to the proposer submitting the lowest, best, and most responsible proposal.

I. SERVICING CRITERIA

Cameron County strongly desires to receive personalized and timely risk management services of the highest professional quality from the selected proposer. Proposers who demonstrate the professional capability, expertise, and experience in handling an account the size of Cameron County will receive favorable consideration. Servicing criteria will be evaluated in terms of such considerations as:

1. Number of years in business.
2. Size of agency and staff.
3. Experience of staff.
4. Professional servicing capability; i.e., loss control, claims management, information storage systems, underwriting, exposure and hazard identification, etc.
5. Capability and willingness of agency resources to personally respond to the professional needs of the insured in a timely manner.
6. Technical skills of staff with respect to insurance coverages and knowledge of certain internal risk management administrative considerations (insurance budgets, premium allocations, contractual risk transfer, legal trends, etc.).

Appropriate emphasis will be placed on these considerations with respect to the evaluations of the insurance proposals.

Each proposer is therefore asked to submit a written addendum to his proposal which responds to this section ("Servicing Criteria") and which specifically identifies the names of personnel who will be responsible for servicing Cameron County. The written addendum should include the qualifications and experiences of account executive personnel and technical support persons who will be directly responsible for servicing Cameron County. A proposed plan should be clearly explained as to how you intend to deliver the requested services in a personalized and timely manner. ***Please use the Servicing Criteria Form, which appears at the end of Section I for responding to this item.***

J. DISQUALIFICATION AND REJECTION OF PROPOSALS

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specifications, may result in disqualification of the proposer or rejection of the insurance proposal. ***It is not intended that technical exceptions to the specifications will, in and of themselves, disqualify proposers, unless the exceptions are deemed to be material. Cameron County reserves exclusive right to make determination as to what is or is not material.*** The County reserves the right to reject a proposer if the proposer is in arrears on existing contracts or County taxes.

K. LEGAL

All proposers are expected to comply with all federal, state and local insurance laws and regulations relative to the preparation and submission of insurance proposals. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

L. AUTHORIZED SIGNATURE

All proposal forms must be signed by persons who have the legal authority to bind the insurer to the insurances that are proposed.

M. EVALUATION CRITERIA

The selection of a proposal for insurance will be made after a careful evaluation of the proposals received. Each proposal will be evaluated for acceptability, with emphasis on the various factors enumerated in the table outlined below. Each factor is assigned a numerical score. The scores will be used to develop a list of potential providers with whom negotiations may be conducted. Refer to page 8 for additional information.

The County will evaluate qualifications and select the most responsible, responsive proposal, subject to a fair and reasonable compensation.

N. CONTRACT

All agents or service providers will be required to execute a mutually acceptable contract with Cameron County.

CAMERON COUNTY MARKET REQUEST FORM

Agency: _____

Name of Agent: _____

Address: _____

Telephone #: _____

Fax #: _____

E-Mail: _____

RANKED PREFERENCE	GENERAL LIABILITY	AUTO LIABILITY/PHYSICAL DAMAGE & PERSONAL INJURY PROTECTION
1.		
2.		
3.		

RANKED PREFERENCE	PUBLIC EMPLOYEE DISHONESTY (CRIME)	MISCELLANEOUS E&O (DISTRICT CLERK)
1.		
2.		
3.		

RANKED PREFERENCE	CYBER LIABILITY	LAW ENFORCEMENT LIABILITY	PUBLIC OFFICIAL LIABILITY
1.			
2.			
3.			

MARKET REQUEST FORM (continued)

RANKED PREFERENCE	EMPLOYMENT PRACTICES LIABILITY	COMPREHENSIVE BOILER & MACHINERY
1.		
2.		
3.		

RANKED PREFERENCE	ELECTRONIC DATA PROCESSING (DDTE)	BRIDGE PROPERTY (INCLUDING TERRORISM)
1.		
2.		
3.		

RANKED PREFERENCE	ALL PROPERTY, EDP, INLAND MARINE, INCLUDING BOILER & MACHINERY (EXCLUDING BRIDGES)	TERRORISM (EXCLUDING BRIDGES)
1.		
2.		
3.		

RANKED PREFERENCE	WIND ONLY	INLAND MARINE	FLOOD
1.			
2.			
3.			

CAMERON COUNTY
SERVICING CRITERIA FORM

Please use this form to respond to Items F and I of Section I. Each proposer must clearly and specifically address all of the criteria requested in these sections.

CAMERON COUNTY
CLAIMS SERVICES FORM

1. What is the location of the office that will be handling Cameron County's account?

2. Is there 24-hour claims service?

_____ Yes _____ No

3. Will Cameron County be consulted on the disposition of all claims over \$5,000?

_____ Yes _____ No

4. Will Cameron County receive detailed quarterly loss runs which show each claimant's name, date of accident, description of injury, paid, reserved and total incurred losses by line of coverage and department, plus a summary of aggregate losses for each previous year in which you provided the coverage?

_____ Yes _____ No

5. Please attach copies of claims reporting guidelines with which insured must comply and samples of all claims reporting forms used.

6. Please provide a description of the specific loss control services that will be available to Cameron County, and indicate any additional fees for such services.

7. Please provide any additional information you feel would be relevant.

8. Please provide a specimen copy of your MIS Claims Report.

CAMERON COUNTY
PROPOSAL RATING SUMMARY

This form is for use by the County. Proposers, please enter your name in the space provided.
Do not complete anything else on this form. Thank you.

Name of Proposer: _____

Criteria	Points
Public Sector Experience (10)	
References (10)	
Responsive to Specifications (20)	
Cost (60)	
Total Points	

Proposal Recommendations: _____

Justifications: _____

Authorized Signature

Company

Date

SECTION II GENERAL UNDERWRITING REQUIREMENTS

A. APPLICABLE TO ALL LINES OF COVERAGE

1. **Named Insured:** The named insured for all coverages shall be:

Cameron County, Texas, and all elected and appointed officials, all employees of the County, and members of Boards, Commissions, Committees, Trustees, and Organizations of the County, all volunteers and members of volunteer organizations while acting on behalf of the County.

2. **Cancellation and Renewal:**

- a. A minimum cancellation provision of sixty (60) days is requested in all policies in lieu of customary provisions.
- b. A minimum of sixty (60) days' notice-of-intent not to renew is also requested.

3. **General Insurance Provisions and Extensions:**

- a. The effective date of the insurance program is to be July 1, 2019.
- b. The notice-of-claims provisions in all policies should be modified to the extent that knowledge of actual or potential claims by the County commences upon receipt of such information or advice by such position as designated by the County.
- c. All policies should be endorsed to the effect that failure to disclose all facts at the inception date of the coverage shall not prejudice the insurance, provided such failure is due to unintentional error or omission.
- d. Automatic coverage for newly acquired or formed organizations is requested for a minimum of ninety (90) days, except where otherwise extended by the provisions of the policy in excess of ninety (90) days, subject to proper reporting to underwriters and, if applicable, payment of additional premium.
- e. A three-year program is requested. Alternatively, one-year programs will be considered. Please include options for two one-year renewals (preferably with fixed rates) and describe how rates may be affected by annual rating reviews.

4. **Cash Flow and Rating:**

To the extent that it is consistent with underwriting practices, the County desires, and will give consideration to, the following criteria:

- a. Payment of annual premiums in monthly or quarterly installments.
- b. Participating and flat dividend programs.
- c. Flat (unauditable) premium basis is preferred. If not available, a composite rate, based on workers compensation payrolls, is preferred for workers compensation and liability.

5. **Consolidation:**

To the extent that it is practical, and in the absence of any material difference in costs, the County will consider the consolidation of insurance programs via the same insurer or insurance group, or through policy packaging.

6. **Non-Admitted Insurance:***

If non-admitted insurance is quoted, the following criteria should be met:

- a. A minimum *A.M. Best* Rating of A-:VII is preferred.
- b. The carrier **must** be on the NAIC approved list and must be acceptable to the Texas Insurance Department.
- c. A Cut-Through Endorsement **must** be contained in the policy.
- d. A Service-of-Suit Endorsement **must** be contained in the policy.
- e. **Must** be in compliance with surplus lines laws.

7. **Excess Insurance Layers:***

Any line or lines of coverage containing excess layers in any amounts must be written on a following-form basis, per the wording below:

"It is hereby understood and agreed that this policy will follow all the terms, provisions, definitions and insuring agreements of the controlling underlying insurance(s), except only as respects premiums and limits, as may be applicable."

*If any non-admitted, excess, or surplus lines carriers are used in writing any coverages for the County, please include a detailed explanation of all the financial and managerial parameters of the company(ies).

8. **Miscellaneous**

The County desires to maintain insurance coverages for the lines and exposures addressed by the specifications. Conventional programs from the commercial insurance sector, as well as other types of programs (such as insurances which are available by reason of the Federal Risk Retention Act), are desired. In the event proposals are made from risk retention groups, interlocal self-insurance pools or similar risk financing vehicles, financial and actuarial particulars and specific reinsurance information must also be submitted for the current and prior three years at a minimum.

9. **Policy Forms**

A copy of a specimen policy form and all applicable endorsements **must** be provided for each line of coverage/program quoted.

10. **Alternative Risk Financing**

In addition to the specifications in the succeeding portions of this packet, Cameron County will also entertain alternative risk financing program options, including but not limited to: multi-line aggregate stop loss; self-insurance excess stop-loss; retrospective and retention programs, etc. Proposals for risk financing options must be in sufficient detail and clearly explained.

PROPOSAL FORM

APPLICABLE TO ALL LINES OF COVERAGE

PLEASE INDICATE IF EACH PROPOSED POLICY INCLUDES THE FOLLOWING:

- 1. Named Insured as outlined in Section II, 1. Yes No
- 2. Effective date of insurance program is July 1, 2019. Yes No
- 3. Sixty-day cancellation and non-renewal notice Yes No
- 4. Notice of claims provisions as outlined in Section II, 3.b Yes No
- 5. Failure to disclose provision as outlined in Section II, 3.c Yes No
- 6. Automatic coverage for new organizations per Section II, 3.d Yes No
- 7. Indicate term of program(s) quoted (1-year or 3-year) and any special renewal provisions

8. Specify payment terms and any available installment plans _____

9. Are specimen policy forms and endorsements included for **all** lines of insurance?

Yes No

Authorized Signature

Company

Date

B. GENERAL LIABILITY

A policy that provides coverage at least as broad as the ISO approved occurrence basis Commercial General Liability policy with an edition date of 1988 or newer is requested. The following minimum coverage should be included:

1. Premises, Operations, Contractual, Products/Completed Operations, and Independent Contractors.
2. Limits of Liability - Please quote limits as follow: Bodily injury at \$100,000 per person/\$300,000 per-accident; property damage at \$100,000. No aggregate should apply to governmental functions. Personal/advertising injury at \$100,000 each claim/\$300,000 per-offense/aggregate; damage to premises at \$50,000; premises medical at \$1,000; employee benefits liability at \$100,000/claim and aggregate (\$1,000 deductible only). Alternatively, quote a combined single limit of \$1,000,000 each-occurrence/\$2,000,000 general aggregate, including personal and advertising liability at \$1,000,000; premises damage at \$300,000; premises medical at \$1,000; and employee benefits liability at \$1,000,000 claim/aggregate (\$1,000 deductible).
3. Deductibles - Please quote optional deductibles \$5,000, \$10,000 and \$25,000 per-occurrence. The definition of deductible is to include allocated claims expenses (outside legal and other allocated claims costs).
4. The following coverage extensions are requested:
 - a. An Automatic Waiver of Subrogation for any entity where required by written agreement executed prior to a loss.
 - b. Blanket contractual liability: The definition of "incidental contract" should be amended to mean any contract or agreement relating to the County's business, including oral contracts.
 - c. Standard personal injury coverage with **deletion of the contractual liability exclusion**. Personal injury should include shock, mental anguish and injury, and humiliation coverage.
 - d. An automatic additional insured provision for any entity when required by the terms of any lease or agreement executed prior to a loss.
 - e. Host liquor liability coverage.
 - f. The definition of "occurrence" should be modified to the effect that—

"Injury or property damage committed to reasonably protect any person or property shall not be construed as being either expected or intended from the standpoint of the County."

Regarding intentional acts to protect persons and property, it is also requested that the policy read:

"Acts committed by one insured shall not be construed to have been committed by another insured, unless such other insured actually ordered, ratified or otherwise condoned such act."

- g. Employees and volunteers should be included as insureds while acting on behalf of, or for the benefit of, the named insured.
- h. No XCU Hazard Exclusion or restriction should apply to this coverage.
- i. Broad form property damage is requested.
- j. Employee benefits liability should have no retro date.
- k. Policy is to be endorsed to cover non-owned watercraft liability for boats less than fifty-one (51) feet long, and for scheduled owned watercraft as included in the underwriting section of these specifications.
- l. Coverage for punitive damages should be included when not barred by law or statute.
- m. Coverage for products/completed operations is requested, including the Worldwide Extension.
- n. The Pollution Exclusion should be no broader than that contained in the 1988 ISO Form. At a minimum, pollution coverage for heat, smoke, or fumes from a hostile fire or from building HVAC equipment must be included. An optional quote for time element pollution liability coverage must be quoted for sudden and accidental releases.
- o. Personal Injury/Advertising Liability coverage should apply to liability assumed under any contract or agreement.
- p. Incidental Medical Malpractice coverage should be provided for the activities of the EMTs, paramedics and any employed health professional in the coroner's office; i.e., nurses, doctors, technicians, etc., or in the jail.
- q. Blanket Liability coverage should be automatically extended to newly acquired properties (managed, leased, owned, etc.), subject to a ninety (90)-day reporting period.
- r. Coverage should apply to liability arising from or involving alienated premises.
- s. Liability coverage is to apply to all mobile equipment not otherwise covered by automobile liability insurance.
- t. Coverage should be on a "pay-on-behalf-of" basis.
- u. A sexual abuse/molestation coverage endorsement is requested at full policy limits with respect to the after-school program and the alternative education program for incarcerated juveniles.

PROPOSAL FORM FOR GENERAL LIABILITY

1. Proposed Insurer _____
2. Is the policy written on an occurrence basis ISO approved form or equivalent?
_____ Yes _____ No
3. Is coverage included for the following:
 - a. Premises _____ Yes _____ No
 - b. Operations _____ Yes _____ No
 - c. Contractual _____ Yes _____ No
 - d. Products/Completed Operations _____ Yes _____ No
 - e. Independent Contractors _____ Yes _____ No
4. Estimated annual premium:

Limits	Deductibles		
	\$5,000	\$10,000	25,000
Bodily Injury— \$100,000/\$300,000 Per-Occ Property Damage— \$100,000 Personal/Advertising— \$100,000/\$300,000 Damage to Premises— \$50,000 Premises Medical— \$1,000 Employee Benefits Liability— \$100,000/\$300,000			
Bodily Injury/Property Damage— \$1,000,000/\$2,000,000 Personal/Advertising— \$1,000,000 Damage to Premises— \$300,000 Premises Medical— \$1,000 Employee Benefits Liability— \$1,000,000/\$1,000,000			

Are premiums quoted net of commission(s) or any other fee(s)?

_____ Yes _____ No

Does deductible include allocated claims expenses?

_____ Yes _____ No

5. Please indicate if the following extensions of coverage are included, and additional premium, if any:

a. Automatic waiver of subrogation.
_____ Yes _____ No _____ Premium

b. Blanket contractual liability.
_____ Yes _____ No _____ Premium

c. Personal injury including mental anguish, injury, shock, and humiliation.
_____ Yes _____ No _____ Premium

d. Automatic additional insured provision.
_____ Yes _____ No _____ Premium

e. Host liquor liability coverage.
_____ Yes _____ No _____ Premium

f. Modified definition of occurrence (intentional acts).
_____ Yes _____ No _____ Premium

Policy to read, "Acts committed by one insured shall not be construed to have been committed by another insured, unless such other insured actually ordered, ratified or otherwise condoned such act."

_____ Yes _____ No _____ Premium

g. Employees included as insureds.
_____ Yes _____ No _____ Premium

Volunteers included as insureds.

_____ Yes _____ No _____ Premium

h. Full coverage for any XCU hazard.
_____ Yes _____ No _____ Premium

i. Broad form property damage.
_____ Yes _____ No _____ Premium

j. Employee benefits liability retroactive date (if claims made)

- k. Non-owned watercraft liability for boats less than fifty-one (51) feet long and scheduled owned watercraft.
 _____ Yes _____ No _____ Premium
- l. Coverage for punitive damages.
 _____ Yes _____ No _____ Premium
- m. Worldwide products/completed operations.
 _____ Yes _____ No _____ Premium
- n. Pollution liability coverage contains:
 - Hostile fire exception
 _____ Yes _____ No _____ Premium
 - Heating and cooling equipment exception
 _____ Yes _____ No _____ Premium
 - Sudden and accidental
 _____ Yes _____ No _____ Premium
- o. Personal/advertising injury assumed under a contract.
 _____ Yes _____ No _____ Premium
- p. Incidental medical malpractice coverage for EMTs, paramedics, jail and coroner's office health professionals.
- EMTs & Paramedics
 _____ Yes _____ No _____ Premium
- Coroner's Office
 _____ Yes _____ No _____ Premium
- Jail Health Employees
 _____ Yes _____ No _____ Premium
- All Employees
 _____ Yes _____ No _____ Premium
- q. Automatic coverage for newly acquired properties.
 _____ Yes _____ No _____ Premium
- r. Coverage for alienated premises.
 _____ Yes _____ No _____ Premium
- s. Liability for mobile equipment not covered by automobile liability insurance.
 _____ Yes _____ No _____ Premium
- t. Coverage is on a "pay-on-behalf-of" basis.
 _____ Yes _____ No _____ Premium

u. Sexual abuse/molestation endorsement.

_____ Yes _____ No _____ Premium

6. Are defense costs outside the limits? _____ Yes _____ No

7. If defense coverage is not on a "first-dollar" basis, will costs incurred by the County apply toward meeting the deductible? _____ Yes _____ No

8. Please indicate if premium quoted is flat or auditable and composite rate.

9. Please indicate method of premium payment (monthly, quarterly, annually, etc.)

10. Indicate the term of the coverage _____

If more than one year, are rates fixed? _____ Yes _____ No

11. Is your quote contingent on writing any other line(s)? _____ Yes _____ No

If so, what line(s)? _____

12. Are specimen policy forms and endorsements included? _____ Yes _____ No

Authorized Signature

Company

Date

EXCEPTION FORM FOR GENERAL LIABILITY

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions and/or additions to the specifications, by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

C. AUTOMOBILE LIABILITY & PHYSICAL DAMAGE

Business automobile coverage is requested as follows:

1. Limits of Liability -- Please quote the following limits for the vehicles indicated:

Coverage	Auto Symbol	Limit
Automobile Liability	"1" – Any Auto	Bodily Injury— \$100,000 Per Person \$300,000 Per Accident \$100,000 Per Accident/ Property Damage
Personal Injury Protection	"2" – Owned Autos	\$5,000
Un/Underinsured Motorist	"2" – Owned Autos	Bodily Injury— \$20,000 Per Person \$40,000 Per Accident \$15,000 Property Damage Per Accident
Physical Damage— Comprehensive	"7" & "8" – Specifically Described & Hired Autos	ACV
Collision	"7" & "8" – Specifically Described & Hired Autos	ACV
Catastrophe	"10" – (See #3 below)	ACV

2. Deductibles — Provide optional quotes with liability coverage deductibles of \$1,000, \$5,000 and \$1,000. Allocated claims expenses are to be included as a part of any deductible.

The deductibles for both the comprehensive and collision coverages should be quoted at \$1,000, \$2,500, and \$5,000.

3. Symbol "10" should be defined as:

- All vehicles not covered under comprehensive or collision physical damage.
- Quote comprehensive perils at \$1,000,000 and \$2,000,000 limits, subject to \$10,000 and \$25,000 per-occurrence deductibles.

4. Alternatively, quote \$1,000,000 CSL for auto liability.

5. Coverage should be extended to include:

- a. Coverage for fellow-employee liability claims.
- b. Contractual liability coverage for "insured contracts."
- c. Modification of the definition of "insured contract" to include short-term rentals (less than one year).
- d. All employees and elected or appointed officials as additional insureds for hired and non-owned vehicles, including rental vehicles used on County business.
- e. Blanket waiver of subrogation where required by contract executed prior to a loss.
- f. Liability from pollutants released from a covered vehicle (or third-party vehicle when insured is at fault) as a result of collision, upset, sinking or burning of the vehicle.
- g. Include "hired autos" as covered autos owned by Cameron County.

- h. Include coverage for punitive damages where not barred by law or statute.
 - i. Automatic additional insured provision where required by any written agreement or contract executed prior to a loss.
 - j. Automatic coverage for newly acquired vehicles subject to annual adjustment.
 - k. Automatic physical damage coverage for all newly acquired vehicles 2011 or newer.
 - l. Include Mexico limited coverage.
6. Please use a 1.0 experience modifier for this exposure.

PROPOSAL FORM FOR AUTOMOBILE LIABILITY & PHYSICAL DAMAGE

1. Proposed Insurer _____

2. Annual Premium:

Limits	Deductibles		
	\$1,000	\$5,000	\$10,000
Auto Liability			
Bodily Injury: \$100,000 Per Person \$300,000 Per Accident			
Property Damage— \$100,000 Per Accident			

Limits	Deductibles		
	\$1,000	\$5,000	\$10,000
Combined Single Limit— Bodily Injury & Property Damage \$1,000,000			

Limits	No Deductibles Apply
Personal Injury Protection— \$5,000	
Un/Underinsured Motorist (Bodily Injury)— \$20,000 Per Person \$40,000 Per Accident \$15,000 Property Damage Per Accident	

Limits	Collision/Comprehensive Deductibles		
	\$1,000	\$2,500	\$5,000
Physical Damage— Per Schedule (ACV)			

Limits	Deductibles	
	\$10,000	\$25,000
Catastrophe Physical Damage— \$1,000,000 (ACV) \$2,000,000 (ACV)		

Are premiums quoted net of commission(s) or any other fee(s)?
_____ Yes _____ No

Are all claims expenses included as a part of the liability deductible?
_____ Yes _____ No

3. Covered auto symbols used for:
- a. Automobile Liability _____
 - b. Under/Uninsured Motorists _____
 - c. Personal Injury Protection _____
 - d. Physical Damage _____

4. Please indicate if extensions of coverage are included and additional premium, if any:
- a. Coverage for fellow-employee liability claims.
 Yes No Premium
 - b. Coverage for contractual liability.
 Yes No Premium
 - c. Insured contract definition includes short-term rentals.
 Yes No Premium
 - d. Employees and elected or appointed officials as additional insureds for non-owned and hired cars.
 Yes No Premium
 - e. Blanket waiver of subrogation.
 Yes No Premium
 - f. Liability from pollutants released from covered vehicle.
 Yes No Premium
 - g. Hired cars specified as autos you own.
 Yes No Premium
 - h. Coverage for punitive damages.
 Yes No Premium
 - i. Automatic additional insureds.
 Yes No Premium
 - j. Automatic coverage for newly acquired vehicles, subject to annual adjustment.
 Yes No Premium
 - k. Automatic physical damage coverage on newly acquired vehicles 2011 & newer.
 Yes No Premium
 - l. Mexico limited coverage endorsement.
 Yes No Premium

5. Please indicate if premium quoted is flat or auditable and composite rate.

6. Please indicate method of premium payment (monthly, quarterly, annually, etc.)

7. Indicate the term of the coverage _____

If more than one year, are rates fixed? _____ Yes _____ No

8. Is your quote contingent on writing any other line(s)? _____ Yes _____ No

If so, what line(s) _____

9. Are specimen policy forms and endorsements included? _____ Yes _____ No

Authorized Signature

Company

Date

EXCEPTION FORM FOR AUTOMOBILE LIABILITY & PHYSICAL DAMAGE

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions and/or additions to the specifications, by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

D. LAW ENFORCEMENT LIABILITY

Law Enforcement Liability coverage is requested as follows:

1. Coverage can be quoted on a claims-made form or an occurrence form. If claims made is quoted, the retro date as of the date of inception.
2. Coverage is requested for Cameron County, including all employees, volunteers, elected/appointed officials and all members of boards, commissions, committees and volunteer organizations under the auspices of the County. This should include heirs, estates, executors, administrators, legal representatives and assigns of all the above in the event of death or bankruptcy.
3. Limits of Liability - Please quote Law Enforcement Liability coverage at limits of \$2,000,000 per-occurrence. If an annual aggregate limit is applicable, quote at \$2,000,000/\$2,000,000 and \$2,000,000/\$4,000,000.
4. Deductibles - Please quote optional deductibles of \$10,000, \$25,000 and \$50,000 each occurrence. The definition of deductible is to include allocated claims expenses (outside legal and other allocated claims costs).
5. Extensions of Coverage:
 - a. If the term "occurrence" is defined as being an "accident," the words "happening or event" should be included in the definition. "Occurrence" shall include acts committed to protect life or property.
 - b. Coverage is to include bodily injury, personal injury and property damage, including a sublimit of \$10,000 for property of prisoners at the time of their arrest, arising from the law enforcement activities of the County, including jail premises and operations.
 - c. Punitive and exemplary damages should not be excluded. If excluded, an optional quotation to buy back the Punitive Damages, Fines and Penalties Exclusion should be included.
 - d. No exclusion for volunteers should be contained in this policy.
 - e. Coverage should be included for claims by an "insured" against another "insured."
 - f. The definition of "personal injury" should include civil rights.
 - g. Coverage should include, but not be limited to:
 - 1) False arrest, detention or imprisonment
 - 2) Malicious prosecution
 - 3) Wrongful entry, eviction or other invasion of other rights of primary occupancy
 - 4) Discrimination
 - 5) Humiliation
 - 6) Libel, slander, entrance in violation of the right of privacy
 - 7) Assault and battery
 - 8) Liability arising from actual or alleged negligence, errors or omissions, breeches of duty, or malfeasance
 - 9) Failure to render medical assistance or aid
 - 10) False or improper service of process

- 11) Violation of property rights
- 12) Violation of civil rights
- 13) Alleged criminal acts
- 14) Bodily injury while in custody of an officer
- 15) Bodily injury while in jail (i.e., jail fires)
- 16) Damage to tangible property
- 17) Misuse of a motor vehicle
- 18) Defense in the case of questionable or possibly excluded claims
- 19) Damage to property of others in the County's care, custody and control
- 20) Intentional acts
- 21) Communicable disease, including AIDS
- 22) Errors or omissions by healthcare professional employees

h. Attach the following endorsement to the policy:

"It is agreed that knowledge of an occurrence, claim or suit by an agent or employee of the insured shall not, in itself, constitute knowledge by the insured unless the County Auditor of the insured shall have knowledge."

- i. The policy should contain an agreement from the insurer not to seek governmental immunity unless the County agrees, in writing, that this approach is to be taken.
- j. Coverage should be on a "pay-on-behalf-of" basis.
- k. Coverage to be applicable to service performed under interlocal cooperative agreements, mutual aid and automatic response contracts, if any.
- l. Provide alternate quotation for police officers while engaged in authorized and approved "moonlighting".
- m. No exclusion pertaining to injury of an individual in the custody of law enforcement officers, failure to render medical assistance or failure to provide adequate police protection.
- n. Coverage should apply to official law enforcement activities anywhere in the United States.
- o. Coverage to be included for exposures arising out of "911" emergency calls and claims arising out of failure to respond to emergency reports for service or failure to respond in a timely manner.
- p. The policy should be endorsed for clarification that damages for violations of civil rights arising out of "hot pursuit" chases involving the operation or use of automobiles, aircraft, or watercraft are covered. The coverage should also be clarified so that coverage for allegations dealing with denial of medical treatment is clear on intent to provide coverage for civil rights violations.
- q. Coverage should be provided for claims arising out of the management of automobiles; i.e., policies, procedures, practices, training or supervision with respect to the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of automobiles; provided, however, that no coverage is otherwise provided by the auto policy.
- r. Commandeering operations should be included.

NOTE: Loss information will only be made available to those who intend to include this coverage in their RFP response.

**PROPOSAL FORM FOR LAW ENFORCEMENT LIABILITY
(OCCURRENCE FORM PREFERRED)**

1. Proposed Insurer _____
2. Estimated Annual Premium:

	Deductibles		
	\$10,000	\$25,000	\$50,000
Per-Occurrence Limit— \$2,000,000			
Aggregate Limits— \$2,000,000/\$2,000,000 \$2,000,000/\$4,000,000			

3. Is policy written on an occurrence basis? _____ Yes _____ No

4. If policy is a claims-made form, is a retroactive date applicable? _____ Yes _____ No
 If so, specify the retroactive date _____

5. Definition of deductible includes allocated claims expenses. _____ Yes _____ No

6. Please indicate if the following extensions of coverage are included, and additional premium, if any:
 - a. "Occurrence" defined as an accident, happening, or event, and including acts committed to protect life or property.
_____ Yes _____ No _____ Premium

 - b. Personal injury and property damage coverage included.
_____ Yes _____ No _____ Premium

 - c. Punitive and exemplary damages covered.
_____ Yes _____ No _____ Premium
 If no, indicate charge to buy back punitive damage coverage.

 - d. Volunteers covered:
_____ Yes _____ No _____ Premium

- e. Knowledge of occurrence endorsement.
 _____ Yes _____ No _____ Premium
- f. Insurer will not seek governmental immunity defense unless agreed to by the County.
 _____ Yes _____ No _____ Premium
- g. "Pay-on-behalf-of" basis.
 _____ Yes _____ No _____ Premium
- h. Coverage applies to service performed under interlocal cooperative agreements.
 _____ Yes _____ No _____ Premium
- i. Authorized "moonlighting" is covered.
 _____ Yes _____ No _____ Premium
- j. Liability for bodily injury while in custody of law enforcement officer.
 _____ Yes _____ No _____ Premium
- k. Coverage applies to United States activities.
 _____ Yes _____ No _____ Premium
- l. Coverage applies to emergency calls (i.e., "911" calls).
 _____ Yes _____ No _____ Premium
- m. Wrongful entry, eviction or other invasion of other rights of primary occupancy.
 _____ Yes _____ No _____ Premium
- n. Libel, slander, entrance in violation of the right of privacy.
 _____ Yes _____ No _____ Premium
- o. Assault and battery.
 _____ Yes _____ No _____ Premium
- p. Liability arising from actual or alleged negligence, errors or omissions, breeches of duty or malfeasance.
 _____ Yes _____ No _____ Premium
- q. Failure to render medical assistance or aid.
 _____ Yes _____ No _____ Premium

- r. Violation of property rights.
 _____ Yes _____ No _____ Premium
- s. Alleged criminal acts.
 _____ Yes _____ No _____ Premium
- t. Bodily injury while in jail (i.e., jail fires).
 _____ Yes _____ No _____ Premium
- u. Damage to tangible property.
 _____ Yes _____ No _____ Premium
- v. Pays for defense in the case of questionable or possibly excluded claims
 _____ Yes _____ No _____ Premium
- (i) Coverage applies to communicable diseases, including AIDS.
 _____ Yes _____ No _____ Premium
- (ii) Coverage for civil rights violation damages arising out of hot pursuit chases involving the following:
 Automobiles _____ Yes _____ No _____ Premium
 Aircraft _____ Yes _____ No _____ Premium
 Watercraft _____ Yes _____ No _____ Premium
- (iii) Coverage included for damages arising out of the management of automobiles Not otherwise covered in the auto policy.
 _____ Yes _____ No _____ Premium
- (iv) Coverage included for damage to commandeered vehicles and misuse of a motor vehicle.
 _____ Yes _____ No _____ Premium
- (v) Coverage included for damage to property of others in the County's care, Custody or control.
 _____ Yes _____ No _____ Premium

6. Please indicate if premium quote is flat or auditable and composite rate.

7. Please indicate method of premium payment (monthly, quarterly, etc.).

8. Indicate the term of coverage _____

If more than one year, are rates fixed? _____ Yes _____ No

9. Explain any applicable premium audits and adjustments that will be required annually.

10. Is your quote contingent on writing any other line(s)? Yes No

If so, what line(s)? _____

11. Are specimen policy forms and endorsements included? Yes No

Authorized Signature

Company

Date

EXCEPTION FORM FOR LAW ENFORCEMENT LIABILITY

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions and/or additions to the specifications, by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

E. PUBLIC OFFICIALS LIABILITY

Public Officials Liability coverage is requested on a claims-made form with the retro date as of inception, as follows:

1. Please quote Public Official Liability coverage at a limit of \$1,000,000 each claim/\$2,000,000 annual aggregate and \$2,000,000 each occurrence/\$4,000,000 aggregate.
2. Please quote optional deductibles of \$10,000, \$25,000 and \$50,000 per-claim. The definition of *deductible* is to include allocation claims expense (outside legal and other allocated claim costs).
3. Coverage is requested for the County, including all employees, volunteers and elected or appointed officials, and all members of boards, commissions, committees, and volunteer organizations while acting on behalf of Cameron County.
4. A discovery provision of not less than twelve (12) months should be included.
5. Punitive and exemplary damages should not be excluded. If excluded, an optional quotation to buy back the punitive damages, fines and penalties exclusions must be included.
6. Coverage should be extended to include, but not be limited to:
 - a. Liability arising from actual or alleged negligence, errors or omissions, breach of duty, malfeasance, misfeasance, or nonfeasance of any insured.
 - b. Damages for violation of civil rights.
 - c. Claims against attorney, judge, architect, medical personnel, engineer, or accountant acting within the scope of professional duties as employees of the County.
 - d. Claims seeking relief in forms other than monetary damages.
 - e. Faulty preparation of RFP specifications.
 - f. Claims for intentional acts.
 - g. Defense in the case of questionable or possibly excluded claims.
 - h. Alleged or actual antitrust violations.
 - i. Claims arising out of real-estate zoning matters or issues.
 - j. Failure to maintain insurance.
 - k. Sexual harassment.
 - l. Malicious prosecution coverage for the County Attorney.
 - m. Defense for taking claims.
7. No insured vs. insured exclusion should be applicable to the coverage.
8. Coverage should be on a "pay-on-behalf-of" basis.

9. As an option, quote EPL Extension for sexual harassment, discrimination, wrongful termination, retaliation, front and back pay, and workplace torts. This would be as an alternative to a separate, stand-alone policy for EPL. (Refer to EPL Section.)
10. Definition of claim should include oral or written notice from a claimant, or knowledge of circumstances that are known to the County during the policy period, or applicable extended reporting period, that may reasonably give rise to a future claim. This is provided written notice is given to the insurer during the policy period or any applicable extended reporting period.

NOTE: Loss information will only be made available to those who intend to include this coverage in their RFP response.

PROPOSAL FORM FOR PUBLIC OFFICIALS LIABILITY

1. Proposed Insurer _____
2. Please show premiums for the following claims-made coverage, including EPL:

Limits	Deductibles			
	\$10,000	\$25,000	\$50,000	Other
\$1,000,000/\$2,000,000				
\$2,000,000/\$4,000,000				

3. Is coverage written on an occurrence basis? _____ Yes _____ No

4. If coverage is written on a claims-made basis, what is the retro date?

5. Does definition of deductible include allocated claims expense?

_____ Yes _____ No

6. Does notice-of-circumstance satisfy notice-of-claim requirement?

_____ Yes _____ No

7. Please indicate if extensions are included and any additional premium, if any:

a. Liability arising from actual or alleged negligence, errors or omissions, breach of duty, malfeasance, misfeasance, or nonfeasance of any insured.

_____ Yes _____ No _____ Premium

b. Damages for violation of civil rights.

_____ Yes _____ No _____ Premium

c. Claims against attorney, judge, architect, medical personnel, engineer, or accountant acting within the scope of professional duties as employees of the County.

_____ Yes _____ No _____ Premium

d. Claims seeking relief in forms other than monetary damages.

_____ Yes _____ No _____ Premium

e. Faulty preparation of RFP specifications.

_____ Yes _____ No _____ Premium

f. Claims for intentional acts.

_____ Yes _____ No _____ Premium

g. Defense in the case of questionable or possibly excluded claims.

_____ Yes _____ No _____ Premium

- h. Alleged or actual antitrust violations. Yes No _____ Premium
- i. Claims arising out of real-estate zoning matters or issues.
- j. Failure to maintain insurance. Yes No _____ Premium
- k. Sexual harassment. Yes No _____ Premium
- l. Malicious prosecution. Yes No _____ Premium
- m. Defense for taking claims. Yes No _____ Premium
8. Does coverage provide twelve-month extended discovery provision? Yes No
- If so, what is the cost to exercise? _____
- Can this clause be exercised by Cameron County in the event the County chooses to cancel or not renew? Yes No
9. Are punitive and exemplary damages covered? Yes No
- If no, indicate additional premium to buy back punitive damage coverage.
- _____
10. Does the policy include coverage for insured vs. insured claims? Yes No
11. Does the policy include coverage for employment-related practices? Yes No
- If yes, please also complete the separate EPL proposal form herein.
- Indicate EPL premiums on the separate EPL proposal form. **Do not include the EPL premiums in the POL proposal form.**
12. Are defense costs covered in addition to the policy limits in the proposed form? Yes No
13. Will defense coverage apply on a "first-dollar" basis? Yes No
14. If defense costs are not on a "first-dollar" basis, will cost incurred by Cameron County apply toward meeting the deductible? Yes No

15. Does the policy provide the following supplementary payments?
- a. Premiums on appeal bond _____ Yes _____ No
- b. Interest on judgments _____ Yes _____ No
- c. Expenses incurred in assisting Cameron County in defense of a claim.
 _____ Yes _____ No
- Are these in addition to the policy limits? _____ Yes _____ No

Comments: _____

16. Is coverage provided for real-estate zoning matters? _____ Yes _____ No
- Explain _____

17. Please answer each item as follows: **YES** means covered while acting within the scope of Cameron County's duties with no limitations; **NO** means not covered under this policy for any coverage parts regardless of the scope of duties; and **LIMITED** means coverage may be available while acting within the scope of duties, but limitations are noted in the attached sheet.

- a. Who is insured? _____ Cameron County as legal entity
 _____ Board/commissions of the County
 _____ Any legal entity owned or operated by the County
- b. Officials? _____ Any elected officials
 _____ Any appointed officials
 _____ Any officer or director of the County
 _____ County Clerk
 _____ District Clerk
 _____ Recorder
- c. Employees? _____ Any employee
 _____ Service on boards at County's request
 _____ Attorney, judge or accountant within the scope of County duties
 _____ Architect or engineer within the scope of County duties
- d. Volunteers? _____ Any volunteers
- e. Others? _____ Heirs and legal representatives of insured

- f. What damages are covered for bodily injury?
 _____ Bodily injury/sickness/disease/death
 _____ Care disability, loss of service
 _____ Humiliation, mental anguish,
 or injury
 _____ arising solely from use of reasonable
 force to protect persons and/or
 property
 _____ Due to rendering or failure to render
 any professional services
- g. Property damage?
 _____ Injury to or destruction of tangible
 property
 _____ Loss of use of injured or destroyed
 property
 _____ Loss of use of property not injured
 Or destroyed resulting from an
 occurrence
 _____ Property of others in the care,
 custody or control of named insured
 _____ Due to rendering or failure to render
 any professional services
 _____ Resulting from hazardous properties
 of nuclear materials
- h. Personal injury?
 _____ Defamation, libel and slander
 _____ Violation of civil rights
 _____ Invasion of private occupancy
 _____ Invasion of right of privacy
 _____ False arrest, imprisonment and
 detention
 _____ Malicious prosecution
 _____ Wrongful injury or eviction
 _____ Wrongful termination
 _____ Discrimination arising out of
 employment or prospective
 employment
 _____ Sexual harassment

18. Please indicate if premium quoted is flat or auditable and composite rate.

19. Please indicate method of premium payment (monthly, quarterly, annually, etc.)

22. Indicate the term of the coverage _____

If more than one year, are rates fixed? _____ Yes _____ No

21. Is your quote contingent on writing any other line(s)? _____ Yes _____ No

If so, what line(s)? _____

22. Are specimen policy forms and endorsements included? _____ Yes _____ No

 Authorized Signature

 Company

 Date

EXCEPTION FORM FOR PUBLIC OFFICIALS LIABILITY

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions/additions to the specifications by line of coverage. Failure to list exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

F. EMPLOYMENT PRACTICES LIABILITY

Employment Practices Liability (EPL) coverage is requested on a claims-made basis with the retro date as of inception. *

1. Coverage is desired for a "loss" that the County is legally obligated to pay, arising out of employment-related claims of discrimination, sexual harassment, wrongful termination, retaliation, employment defamation, and other workplace torts asserted by a prospective, current, or former employee.
2. Quote limits of \$1,000,000 each-claim/\$2,000,000 annual aggregate and \$2,000,000 each claim/\$4,000,000 annual aggregate with deductibles of \$10,000, \$25,000 and \$50,000 each claim.
3. The definition of *deductible* is to include allocated claims expenses (outside legal and other allocated claims costs).
4. Provide optional extended discovery options of ninety (90) days and one (1) year in the event of non-renewal or cancellation by either the County or the carrier.
5. Coverage should not contain any exclusion in the event "other insurance" is applicable to a loss.
6. Definition of claim should include oral or written notice from a claimant, or knowledge of circumstances that are known to the County during the policy period, or applicable extended reporting period, that may reasonably give rise to a future claim. This is provided written notice is given to the insurer during the policy period or any applicable extended reporting period.
7. The policy should contain a provision that interrelated wrongful acts that result in multiple claims will be subject to only one per-claim/event deductible.
8. The policy should include coverage for mental anguish, mental injury and emotional distress.
9. The policy should cover loss of front and back pay.
10. No exclusion or limitation of coverage should apply to the operation of schools; i.e., day care; Head Start; alternative education.
11. Include a minimum of \$1,000,000 defense coverage to apply to allegations related to the Americans With Disabilities Act, including but not limited to access to the County website.
12. No exclusion for HIPAA should apply.

*As an option, EPL may be endorsed to the Public Officials Liability (POL) policy or to the General Liability policy.

PROPOSAL FORM FOR EMPLOYMENT PRACTICES LIABILITY

1. Proposed Insurer _____

2. Indicate premium for the following:

Limits	Deductibles		
	\$10,000	\$25,000	\$50,000
\$1,000,000/\$2,000,000			
\$2,000,000/\$4,000,000			

3. Is coverage provided on an occurrence or a claims-made form? _____

If claims made, indicate retro date. _____

4. If claims-made, indicate the retroactive date _____

What is the additional premium to eliminate the retroactive date? _____

5. Is the policy written on a "pay-on-behalf-of" basis? _____ Yes _____ No

6. Does your definition of "loss" encompass defense costs, damages such as front and back wages and benefits (other than insurance plan benefits), and judgments for related injury such as mental anguish?

_____ Yes _____ No

If no, please explain _____

7. Are defense costs outside the limits? _____ Yes _____ No

8. Does the policy contain an exclusion for any loss covered by other insurance?

_____ Yes _____ No

9. Does the policy provide that interrelated wrongful acts that result in multiple claims are subject to one per-event deductible?

_____ Yes _____ No

10. Does a coinsurance provision apply? _____ Yes _____ No

If yes, please indicate

11. Are public officials and employees included as insureds?

_____ Yes _____ No

If no, please explain _____

12. Does your policy cover allegations involving tort liability associated with the discrimination, sexual harassment, wrongful termination, retaliation, employment defamation, and other workplace torts as an insured event?

_____ Yes _____ No

If no, please explain _____

13. Does your policy cover allegations related to the Americans With Disabilities Act?

_____ Yes _____ No

If no, please explain. _____

14. Is the notice-of-claim provision triggered if the County provides notice of circumstances that could give rise to a future claim?

_____ Yes _____ No

If no, please explain _____

15. Indicate the extended reporting period and the additional cost _____

16. Does the broker/agency or insurance company provide loss prevention assistance?

_____ Yes _____ No

If yes, please describe. _____

17 Does the coverage include an exclusion for HIPAA?

_____ Yes _____ No

18. Please indicate if premium quoted is flat or auditable and composite rate.

19. Please indicate method of premium payment (monthly, quarterly, annually, etc.).

20. Indicate the term of the coverage.

If more than one year, are rates fixed? _____ Yes _____ No

21. Is your quote contingent on writing any other line(s)? _____ Yes _____ No

If yes, what line(s)? _____

22. Are specimen policy forms and endorsements included? _____ Yes _____ No

Authorized Signature

Company

Date

EXCEPTION FORM FOR EMPLOYMENT PRACTICES LIABILITY

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions/additions to the specifications by line of coverage. Failure to list exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

G. BLANKET PUBLIC EMPLOYEE DISHONESTY BOND/ COMMERCIAL CRIME

Quote the following coverages at the suggested limits and deductibles:

1. Blanket Public Dishonesty Bond, including Faithful Performance, at \$250,000, \$500,000, and \$1,000,000 limits, subject to deductibles of \$5,000, \$7,500, and \$10,000.
2. Money and Securities On- and Off-Premises at \$100,000, \$150,000, and \$250,000 limits, subject to deductibles of \$1,500, \$2,500 and \$5,000.
3. Forgery and Alteration at \$150,000, \$200,000 and \$250,000 limits, subject to deductibles of \$1,500, \$2,500 and \$5,000.
4. Computer Fraud at \$500,000 and \$1,000,000 limits, subject to deductibles of \$5,000, \$7,500 and \$10,000.
5. Counterfeit Currency at \$500,000 and \$1,000,000 limits, subject to deductibles of \$0, \$2,500 and \$5,000.
6. Provide separate quotes for \$250,000, \$500,000 and \$1,000,000 each-employee excess limit for the persons who are legally required to be bonded, per the attached schedule, subject to deductibles of \$2,500 and \$5,000. Include excess quotes for the County Treasurer and Tax Assessor
7. Include coverage for social engineering and telephone fraud at alternate limits of \$100,000 and \$250,000.
8. The following extensions of coverage are requested:
 - a. Coverage to apply for ninety (90) days following an employee's termination of employment.
 - b. All elected and appointed public officials (including commissioners) to be included within the definition of "employee."
 - c. Include volunteers as "employees."
 - d. The definition of "employee" should include temporary or part-time help when such people are provided through an intervening employer or temporary employment service.
 - e. Removal of the exclusion under the definition of an "employee" for temporary help through an employment contractor, while such person has property in his/her care, custody or control outside the premises.
 - f. Clarification endorsement for the definition of dishonesty to the effect that coverage applies to employees who defalcate property with the aforethought of returning it later.

PROPOSAL FORM FOR BLANKET PUBLIC EMPLOYEE DISHONESTY BOND AND COMMERCIAL CRIME

1. Proposed Insurer _____
2. Annual Premium for the following:

Limits	Deductibles					
	\$0	\$1,500	\$2,500	\$5,000	\$7,500	\$10,000
Blanket Public Dishonesty Bond \$500,000 \$1,000,000						
Money & Securities \$100,000 \$150,000 \$250,000						
Forgery & Alteration \$200,000 \$250,000						
Computer Fraud \$500,000 \$1,000,000						
Counterfeit Currency \$500,000 \$1,000,000						
Excess Employee Dishonesty \$250,000 \$500,000 \$1,000,000						

3. Is social engineering included? _____ Yes _____ No
 If yes, indicate limit: _____
 Is telephone fraud included? _____ Yes _____ No
 If yes, indicate limit: _____
4. Please explain what persons or positions have been specifically excluded, or otherwise limited, from the employee dishonesty/faithful performance coverage quote, if any:

5. Please indicate if coverage is extended to include the following and any additional premium:
 - a. Ninety (90)-day coverage following termination.
 _____ Yes _____ No _____ Premium
 - b. Elected and appointed officials included as "employees."
 _____ Yes _____ No _____ Premium
 - c. Volunteers included as "employees."
 _____ Yes _____ No _____ Premium

d. Definition of "employee" includes temporary or part-time employees.

_____ Yes _____ No _____ Premium

e. Deletion of exclusion for property in the care, custody or control of a temporary employee.

_____ Yes _____ No _____ Premium

f. Clarification of property defalcation definition.

_____ Yes _____ No _____ Premium

6. Indicate if premium is flat or auditable and composite rate. _____

7. Indicate method of premium payment (monthly, quarterly, annually, etc.)

8. Indicate the term of the coverage. _____

If more than one year, are rates fixed? _____ Yes _____ No

9. Is your quote contingent on writing any other line(s) _____ Yes _____ No

If so, what line(s)? _____

10. Are specimen policy forms and endorsements included? _____ Yes _____ No

Authorized Signature

Company

Date

**EXCEPTION FORM FOR BLANKET PUBLIC EMPLOYEE DISHONESTY BOND
AND COMMERCIAL CRIME**

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions/additions to the specifications by line of coverage. Failure to list exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

H. MISCELLANEOUS PROFESSIONAL LIABILITY (District Clerk or Recorder)

1. Quote limits of \$1,000,000 and \$2,000,000 with alternate deductibles of \$1,000 and \$2,500.
2. Coverage must include any negligent act, error or omission committed, or alleged to have been committed, by the District Clerk arising out of the conduct of the District Clerk in his/her official capacity as a District Clerk.
3. Quote claims made with no retroactive date. Alternatively, quote the retroactive date of 11/22/1980.
4. Coverage should be quoted on a pay-on-behalf-of-basis.
5. Policy should contain a duty to defend.
6. Coverage should be triggered when the County gives notice of circumstance that could give rise to future claims.
7. Provide a one-year extended discovery option in the event the insured or the insurer non-renews or cancels the coverage.

PROPOSAL FORM FOR MISCELLANEOUS PROFESSIONAL LIABILITY

1. Proposed Insurer _____

2. Annual Premium

Coverages	Deductibles	
	\$1,000	\$2,500
Miscellaneous Professional Liability – No Retro Date <div style="text-align: right; padding-right: 20px;">\$1,000,000</div> <div style="text-align: right; padding-right: 20px;">\$2,000,000</div>		
Miscellaneous Professional Liability – Retro Date at 11/22/1980 <div style="text-align: right; padding-right: 20px;">\$1,000,000</div> <div style="text-align: right; padding-right: 20px;">\$2,000,000</div>		

3. Please indicate and explain any special program features:

4. Does the coverage include any negligent act, error or omission committed, or alleged to have been committed, by the District Clerk arising out of the conduct of the District Clerk in his/her official capacity as a District Clerk?

_____ Yes _____ No

Explain _____

5. Is coverage quoted on a pay on behalf of basis? _____ Yes _____ No

6. Will policy contain a duty to defend? _____ Yes _____ No

7. Does notice of circumstance trigger notice of claim? _____ Yes _____ No

8. Is defense outside the policy limit? _____ Yes _____ No

9. Is there a provision for a one-year extended discovery option in the event the insured or insurer non-renews or cancels the coverage?

_____ Yes _____ No _____ Premium

10. Indicate if premium is flat or auditable and composite rate. _____

11. Indicate method of premium payment (monthly, quarterly, annually, etc.)

12. Indicate the term of the coverage. _____
If more than one year, are rates fixed? _____ Yes _____ No

13. Is your quote contingent on writing any other line(s) _____ Yes _____ No
If so, what line(s)? _____

14. Are specimen policy forms and endorsements included? _____ Yes _____ No

Authorized Signature

Company

Date

EXCEPTION FORM FOR MISCELLANEOUS PROFESSIONAL LIABILITY

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Authorized Signature

Company

Date

I. CYBER LIABILITY

1. Quote coverage for unauthorized disclosure or access to data in any form or format, including electronic and hard copies, as follows:
 - a. Security and Privacy Liability
 - b. Data Breach costs, including notification, monitoring, investigation, forensic, legal, public relations and voluntary costs. No time limitation should apply to incurring data breach expenses. International notification costs are to be included and also breach response services.
 - c. Regulatory coverage actions and fines/penalties
 - d. Media Liability
 - e. Network Extortion
 - f. Business Interruption
 - g. Data Recovery expense
 - h. Payment Card Industry (PCI) coverage and fines
2. Quote alternate limits of \$1,000,000 and \$5,000,000 (including policy aggregate) for security/privacy and data breach, including regulatory fines, media liability and network extortion; and quote \$1,000,000 for BI, Data Recovery, PCI and BI, subject to alternate basket deductibles of \$5,000, \$10,000 and \$25,000.
3. Coverage is to apply to personal information of employees.
4. Security and privacy liability to include denial of access.
5. Include duty to defend.
6. There should be no insured versus insured exclusion regarding employee personal information.
7. Coverage should be "pay on behalf of."
8. Quote alternate extended discovery periods of 12 months, 24 months and 36 months.
9. Extended discovery should have a bilateral trigger.
10. Retroactive date should be policy inception date.
11. Coverage is to extend to liability and data breach response costs arising out of data that is breached from an EDP contractor that is storing the insureds electronic information.
12. Damages to include punitive, exemplary and multiple.
13. Coverage includes a notice of circumstances provision that could reasonably give rise to a future claim that will effectively trigger the claims-made provision of the policy.
14. A hammer clause of 80% is requested, if this clause is applicable.
15. Include coverage for cyber terrorism.
16. Include coverage for social engineering and telephone fraud at alternate limits of \$100,000 and \$250,000.
17. Include volunteer and independent contractors as insureds but only for work performed on behalf of the named insured.

18. Include a minimum of \$1,000,000 defense coverage to apply to allegations related to HIPAA with respect to cyber exposures.
19. Include a minimum of \$1,000,000 defense coverage to apply to allegations related to the Americans With Disabilities Act, including but not limited to access to the County website.

- f. Denial of Access.
 Yes No
 - g. No time limitation for incurring response costs.
 Yes No
 - h. Data breach from EDP contractor
 Yes No
 - i. Notice of circumstance provision triggers claims made during the policy period.
 Yes No
 - j. 80% hammer clause is included.
 Yes No
 If not, what is the percentage? _____
 - k. Cyber Terrorism included
 Yes No
 - l. Social Engineering included.
 Yes No
 - m. Telephone fraud included.
 Yes No
 - n. Independent contractors/volunteers included as insureds.
 Yes No
 - o. Cover allegations related to the Americans With Disabilities Act.
 Yes No
 - p. Coverage includes an exclusion for HIPAA.
 Yes No
5. Indicate retro date quoted. _____
6. Is there a continuity date? Yes No
 If yes, what is the date? _____
7. Indicate extended reporting provisions:
 12 Months _____
 24 Months _____
 36 Months _____
8. Is premium flat or auditable? _____
9. Indicate premium payment mode (monthly, quarterly, etc.) _____
10. Please attach copies of all policy forms and endorsements.

11. Indicate term of coverage. _____

If more than one year, are rates fixed? _____ Yes _____ No

12. Is coverage contingent on writing any other lines? _____ Yes _____ No

If so, explain _____

13. Are specimen policy forms and endorsements included? _____ Yes _____ No

Authorized Signature

Company

Date

EXCEPTION FORM FOR CYBER LIABILITY

Please use this page to explain any differences between the specification requirements and your proposal. ***This form must list all exceptions and/or additions to the specifications, by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of your proposal.***

Please specifically list and explain all exceptions or additions to any item in Section II-- Minimum Underwriting Requirements.

Authorized Signature

Company

Date

J. COMPREHENSIVE BOILER & MACHINERY *

1. Quote Boiler & Machinery insurance as follows:

Comprehensive coverage, including production equipment, is requested at limits of \$25,000,000, \$50,000,000 and \$75,000,000 per-accident combined for direct damage, loss of income/extra expense and consequential damage. This coverage may be quoted and included in the property package.

2. If a separate limit will be provided for loss of income/extra expense, quote optional limits of \$500,000 and \$1,000,000. For consequential loss (spoilage), quote limits of \$100,000 and \$500,000.
3. Provide optional quotes at per-occurrence deductibles of \$5,000 and \$10,000.

4. Other Coverages

Sublimits

Hazardous Substance Limit	\$500,000
Water Damage Limit	\$500,000
Ammonia Contamination Limit	\$500,000
Ordinance or Law	\$1,000,000
Expediting Expense	\$100,000 & \$250,000
Service Interruption	\$1,000,000

5. We request the following coverage provisions:

- a. Broad definition of accident.
- b. Repair or replacement valuation.
- c. If the Boiler & Machinery carrier is different from the Property carrier, include a Joint Loss Agreement.
- d. Expediting Expense limit quoted at optional limits of \$100,000 and \$250,000.
- e. No coinsurance is to apply.
- f. Coverage for service interruption is to be included at a limit of \$1,000,000.
- g. Coverage for the electronic component of an *insured object* is included.

* This coverage may be written as part of a property package policy.

PROPOSAL FORM FOR COMPREHENSIVE BOILER & MACHINERY

1. Proposed Insurer _____

2. Annual Premium:

Limits	Deductibles		
	\$5,000	\$10,000	Other
Boiler & Machinery \$25,000,000 \$50,000,000 \$75,000,000			
Loss of Income/ Extra Expense \$500,000 \$1,000,000			
Hazardous Substance \$500,000 Water Damage \$500,000 Ammonia Contamination \$500,000 Ordinance or Law \$1,000,000			
Expediting Expense \$100,000 \$250,000			
Consequential Loss (Spoilage) \$100,000 \$500,000			
Service Interruption \$1,000,000			

3. Indicate if the following coverage extensions are included and additional premium, if any:

- a. Broad definition of accident
 _____ Yes _____ No _____ Premium
- b. Repair or replacement valuation.
 _____ Yes _____ No _____ Premium
- c. Joint Loss Agreement, if Boiler & Machinery carrier is different from Property carrier
 _____ Yes _____ No _____ Premium
- d. Waiver of any coinsurance provision.
 _____ Yes _____ No _____ Premium
- e. Coverage for service interruption.
 _____ Yes _____ No _____ Premium
- f. Coverage for the electronic component of an *insured object*, including data restoration.
 _____ Yes _____ No _____ Premium

- g. Coverage is written on a comprehensive form, including production equipment
 Yes No Premium
4. Is policy written subject to a blanket direct damage and time element limit?
 Yes No
- Subject to a combined per-occurrence deductible? Yes No
- Explain. _____

5. Describe automatic coverage and reporting provisions for new locations or newly acquired objects.

6. What experience modifier, if any, was used in this quotation? _____
7. Please indicate if premium quoted is flat or auditable and composite rate.

8. Please indicate method of premium payment (monthly, quarterly, annually, etc.)

9. Indicate the term of the coverage _____
 If more than one year, are rates fixed? Yes No
10. Is your quote contingent on writing any other line(s)? Yes No
 If so, what line(s) _____
11. Are specimen policy forms and endorsements included? Yes No

 Authorized Signature

 Company

 Date

EXCEPTION FORM FOR COMPREHENSIVE BOILER & MACHINERY

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions and/or additions to the specifications, by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

K. ELECTRONIC DATA PROCESSING (DIRECT DAMAGE & TIME ELEMENT)

Coverage is requested for the data processing exposure, wherever located, either as a part of the buildings and contents coverage or under a separate policy ("all-risk" wind and flood).

1. Limits are as follows:

EDP Equipment	Blanket (Per Schedule)
EDP Media/Data	\$250,000, \$500,000 and \$1,000,000
EDP In Transit	\$100,000 and \$250,000

2. Electronic data processing extra expense is requested at alternative limits of \$250,000, \$500,000 and \$1,000,000.

3. Quote alternate deductibles of \$1,000, \$2,500, and \$5,000.

4. The following coverage provisions are requested:

- a. Location defined as "any location owned or occupied by Cameron County."
- b. Coverage to include damage due to electrical and magnetic injury, arcing, mechanical breakdown and losses arising out of changes in temperature, humidity or dampness.
- c. Valuation for equipment on a replacement cost basis.
- d. Electronic data processing extra expense has no defined measure of recovery.
- e. Automatic coverage for all newly acquired electronic data processing property, subject to ninety (90)-day reporting.
- f. A provision to the effect that unintentional errors or omissions in reporting insurable exposures will not prejudice the coverage.
- g. Coverage for damage due to flood.
- h. Coverage for damage to hardware, software, and data caused by computer virus.
- i. A joint loss agreement if property insurance carrier is different from EDP carrier.
- j. Agreed amount endorsement or no coinsurance.

* This coverage may be quoted and included in the property package, subject to the above deductibles.

PROPOSAL FORM FOR ELECTRONIC DATA PROCESSING

1. Proposed Insurer _____
2. Annual Premium: _____

Limits	Deductibles		
	\$1,000	\$2,500	\$5,000
EDP Equipment (Per Schedule)			
EDP Media/Data \$250,000 \$500,000 \$1,000,000			
In-Transit \$100,000 \$250,000			
EDP Extra Expense \$250,000 \$500,000 \$1,000,000			
Flood			

3. Indicate if the following coverage extensions are included and additional premium, if any:
- a. Location defined as "any location owned or occupied by Cameron County."
 _____ Yes _____ No _____ Premium
 - b. Coverage to include damage due to electrical and magnetic injury, arcing, mechanical breakdown and losses arising out of changes in temperature, humidity, dampness.
 _____ Yes _____ No _____ Premium
 - c. Valuation for equipment on a replacement cost basis.
 _____ Yes _____ No _____ Premium
 - d. Electronic data processing extra expense has no defined measure of recovery.
 _____ Yes _____ No _____ Premium
 - e. Automatic coverage for all newly acquired electronic data processing property is covered subject to ninety (90)-day reporting.
 _____ Yes _____ No _____ Premium
 - f. Policy contains a provision to the effect that unintentional errors or omissions in reporting insurable exposures will not prejudice the coverage.
 _____ Yes _____ No _____ Premium

g. Joint loss agreement, if necessary.

_____ Yes _____ No _____ Premium

h. Agreed amount endorsement, if necessary.

_____ Yes _____ No _____ Premium

If no, indicate coinsurance _____

i. Wind is an insured peril.

_____ Yes _____ No _____ Premium

j. Flood is an insured peril.

_____ Yes _____ No _____ Premium

k. Damage to hardware, software, and data caused by computer virus is an insured peril.

_____ Yes _____ No _____ Premium

4. Please indicate if premium quoted is flat or auditable and composite rate.

5. Please indicate method of premium payment (monthly, quarterly, annually, etc.)

6. Indicate the term of the coverage _____

If more than one year, are rates fixed? _____ Yes _____ No

7. Is your quote contingent on writing any other line(s)? _____ Yes _____ No

If so, what line(s) _____

8. Are specimen policy forms and endorsements included? _____ Yes _____ No

9. Is coverage included in the property insurance, or is it a separate policy? Explain.

Authorized Signature

Company

Date

EXCEPTION FORM FOR ELECTRONIC DATA PROCESSING

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions and/or additions to the specifications, by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

L. BRIDGE PROPERTY

1. Quote "all-risk" perils, including earthquake, flood, collapse and terrorism per schedule.
2. Replacement cost coverage is to apply based on 50% valuation/coinsurance. (The County is only responsible for insuring 50% of the replacement cost of each bridge.)
3. Business income, including extra expense, is to be included per schedule, which is based on 100% of the USA income.
4. Debris removal is to be covered at the lesser of 25% of the loss or \$5,000,000.
5. An agreed amount endorsement is to be included for direct damage/time element coverage.
6. A margin clause of 10% is requested.
7. Include coverage for professional fees at \$100,000.
8. Flood and earthquake are to be included at limits for direct damage and time element.
9. Include terrorism at limits for direct damage and time element.
10. Quote combined direct damage and time element deductibles of \$10,000 and \$25,000; earthquake \$25,000; flood \$100,000; terrorism, \$10,000 and \$25,000; and named storm wind \$250,000.

PROPOSAL FORM FOR BRIDGE PROPERTY

1. Insurer _____

2. Indicate Premium:

Limits	\$10,000 Per-Occ Deductible	\$25,000 Per-Occ Deductible
"All-Risk" perils, excluding flood, earthquake, Named Storm, and terrorism per schedule, including BI per schedule		
	\$100,000 Per-Occ Deductible	
Additional Premium/Flood		
	\$25,000 Per-Occ Deductible	
Additional Premium Earthquake		
	\$10,000 Per-Occ Deductible	\$25,000 Per-Occ Deductible
Additional Premium/Terrorism		
	\$250,000 Per-Occ Deductible	
Additional Premium/Named Storm		

3. Indicate if the following extensions of coverage are included and additional premium, if applicable.

a. "All-Risk" perils, including collapse, earthquake, flood and terrorism.

_____ Yes _____ No _____ Premium

b. Replacement cost applies based on 50% coinsurance.

_____ Yes _____ No _____ Premium

c. Business income, including extra expense per schedule, based on 100% of USA income.

_____ Yes _____ No _____ Premium

d. Debris removal at lesser of 25% or \$5,000,000.

_____ Yes _____ No _____ Premium

e. Agreed amount endorsement for direct damage and time element.

_____ Yes _____ No _____ Premium

f. A margin clause of 10%.

_____ Yes _____ No _____ Premium

4. Does flood coverage include BI/EE? _____ Yes _____ No _____ Premium
5. Does earthquake coverage include BI/EE? _____ Yes _____ No _____ Premium
6. Does terrorism coverage include BI/EE? _____ Yes _____ No _____ Premium
7. Are professional fees included? _____ Yes _____ No _____ Premium
8. Please indicate if premium quoted is flat or auditable and composite rate.

9. Please indicate method of premium payment (monthly, quarterly, annually, etc.)

10. Indicate the term of the coverage _____
If more than one year, are rates fixed? _____ Yes _____ No
11. Is your quote contingent on writing any other line(s)? _____ Yes _____ No
If so, what line(s) _____
12. Are specimen policy forms and endorsements included? _____ Yes _____ No

Authorized Signature

Company

Date

EXCEPTION FORM FOR BRIDGE PROPERTY

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions and/or additions to the specifications, by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

M. PROPERTY
(Including Electronic Data Processing Equipment,
Inland Marine and Boiler & Machinery and excluding
International Bridges)

1. Please provide a quote for all risks, including primary wind, flood and earthquake
2. A combined direct damage and time element policy is requested.
3. Blanket per-occurrence limits are preferred for all personal and real property, including improvements and betterments per schedule. These limits are requested on an "all-risk" basis. "All-risk" perils may be provided in any combination of named perils and all other perils or special extended coverage agreement. Coverage is to be written on an agreed amount replacement-cost basis. If scheduled, covered property should include all fences, lighting, poles, antennas, retaining walls, EDP equipment, street lights and signs, machinery and equipment in the open, satellite dishes, scoreboards, canopies, awnings, fine arts, communication towers (including equipment), voting machines, etc., per schedule.
4. The policy should apply to all real and personal property owned, leased or used by Cameron County (including property of others) and for which the County is legally liable. Such property should be situated at the described locations and include property in the open or within 1,000 feet of the described locations. Coverage for certain property may be insured in an inland marine floater for agreed value and off-premises coverage.
5. With the exception of named storm wind, flood and earthquake, quote alternate per-occurrence deductibles of \$10,000 and \$25,000.
6. Quote alternate named storm wind and hailstorm loss limits of \$50,000,000, \$60,000,000 and \$75,000,000 per-occurrence in any combination of property insurance layers. The definition of *named storm* must include storm surge. Alternatively, storm surge must be included in the definition of *flood*.
7. Quote named storm wind deductibles at 1% and 2% per building and contents of affected TIV, subject to alternate minimum \$25,000, \$50,000, and \$100,000 per-occurrence deductibles and all other wind at \$10,000 and \$25,000 per-occurrence (not including Item 12.a herein; i.e., unscheduled outdoor property).
8. With reference to the peril of flood:
 - The definition of *flood* should include named storm flood, storm surge, and tidal wave.
 - Quote sublimits of \$25,000,000 per-occurrence/\$25,000,000 aggregate and \$30,000,000 per-occurrence/\$30,000,000 aggregate for all direct damage and time element coverages, subject to a \$25,000 per-occurrence deductible for all flood zones.
9. Quote sublimit of \$25,000,000 per-occurrence/\$25,000,000 aggregate and \$30,000,000 per-occurrence/\$30,000,000 aggregate for earthquake, subject to \$25,000 per-occurrence deductible. The definition of earthquake should include *tsunami*.
10. Quote combined business income/extra expense at alternate per-occurrence limits of \$7,000,000 and \$10,000,000, subject to 72-hour and 96-hour waiting periods. Coverage is to apply to all perils, including wind, flood and earthquake. This is in addition to BI afforded under Bridge coverage.

11. With reference to all other perils (excluding named storm wind, flood and earthquake), quote full limits per schedule with deductibles of \$10,000 and \$25,000 per-occurrence, including wind not associated with a named storm. This coverage may also be layered on an excess loss limit basis to achieve the TIV limit, including not associated with named storm.
12. Provide an optional quote to include coverage for all perils referenced below and (all other perils plus flood, earthquake and wind):
 - a. Unscheduled outdoor property; i.e., lights and poles, antennas, satellite dishes, attached fences, retaining walls, traffic lights and signs at a sublimit of \$500,000 with respect to all other perils, wind, hail, flood and earthquake.
13. The following extensions of coverage are requested:
 - a. Blanket valuable papers at alternate sublimits of \$1,000,000 and \$5,000,000.
 - b. Unnamed location at alternate sublimits of \$1,000,000 and \$5,000,000.
 - c. Property of others at alternate sublimits of \$100,000 and \$250,000 per-occurrence.
 - d. Agreed amount or no coinsurance for all coverages.
 - e. Automatic coverage for all newly acquired real and personal property, subject to minimum 180-day reporting and a \$5,000,000 limit.
 - f. Builders risk automatic coverage, subject to 180-day reporting at a minimum and a \$5,000,000 limit.
 - g. A provision to the effect that unintentional errors or omissions in reporting insurable exposures will not prejudice the coverage at a \$2,000,000 limit.
 - h. Blanket additional insureds and mortgagee interests, as may be required.
 - i. No foundation, underground pipes or architectural fee exclusions or restrictions.
 - j. Debris removal limit included without limitation in the overall policy limit, or at least 25% of the loss plus \$1,000,000.
 - k. A joint loss agreement if B&M and EDP carriers are different from property carrier.
 - l. Ordinance or law Part A at limits B and C of \$10,000,000 and \$20,000,000.
 - m. The following endorsement should be included:

“In the event of total or constructive total loss of this property, coverage shall be construed to apply to the replacement cost of the property, or any part thereof, with material of like kind and quality on the same or similar premises, whether or not intended for the same occupancy or use.”
 - n. Options for certified and non-certified acts of terrorism, DDTE.
 - o. Repair/replacement of mold/bacteria-containing material due to a covered peril at a sublimit of \$5,000,000.

- p. Repair/replacement of asbestos-containing material due to a covered peril.
- q. A margin clause of 10% or 15% of the scheduled value must be included in all policies, if blanket coverage is not proposed.
- r. Refer to separate B&M and EDP sections in the specifications. Coverage may be included for B&M and EDP in the property program. Complete the separate proposal forms for B&M and EDP and indicate if coverage is separate or included in the property policy.
- s. Thirty (30) days of coverage for civil authority and ingress/egress.
- t. If EDP equipment is included in your property proposal, then quote media and data at alternate sublimits of \$500,000 and \$1,000,000.
- u. If EDP is included in your property proposal, include damage to computer hardware, data, and/or software caused by a virus as a covered peril.
- v. Claims expense sublimits of \$50,000.
- w. Transit sublimits of \$500,000 and \$1,000,000.
- x. Pollution clean-up, removal and disposal expense of \$100,000 and \$250,000 sublimits.
- y. In the event replacement of a total loss building can be achieved for less than the underlying insured amount, the insurer will pay the difference to the policyholder, such funds to be dedicated only to other capital improvements.
- z. Vacancy and unoccupancy restrictions deleted for any schedule location or any location which is subsequently reported to underwriters.
- aa. If layered program is applicable, then the following must be included:

- **Drop-Down Provision: (Applicable to EQ/Flood)**

Notwithstanding anything to the contrary referenced herein, in the event of reduction or exhaustion of the annual aggregate limits of liability for those perils in the policies issued by the underlying insurers by reasons of loss(es) hereunder caused by or resulting from said perils, this policy shall:

Attach excess of those reduced underlying limits and the applicable deductible(s) and/or other self-insured retention(s) contained in the policy(ies) of the primary insurer(s), but only to the extent that such loss or damage is insured both hereunder and in the policy(ies) of the underlying insurers, and in no event to exceed the excess limit(s) of liability for those same perils stated in the policy.

Continue in force as underlying insurance for loss or damage caused by or resulting from those perils, subject to the applicable deductible(s) and/or other self-insured retention(s) contained in the policy(ies) issued by the primary insurer(s), but only to the extent that such loss or damage is insured both hereunder and in the policy(ies) of the underlying insurers, and in no event to exceed the excess limit(s) of liability for those same perils stated in this policy.

- **Sublimits Coverage Provision:**

Notwithstanding anything to the contrary referenced herein, in the event the primary underlying limits are exhausted, this policy shall cover applicable sublimited coverages up to, and not exceeding, the applicable sublimit for each coverage insured in the underlying policy. In no event shall this coverage and underlying coverages pay any amount for sublimited coverages in excess of the applicable sublimit, except when this policy is specifically written to provide excess coverage for losses arising out of the specified perils of earthquake and flood, subject always to the maximum limits of this policy.

- **Priority of Payments Provision:**

Notwithstanding anything to the contrary referenced herein, in determining the amount of any one loss, disaster or casualty for which this policy is excess, the total loss for all coverages caused by any combination of perils, including underlying sublimits, one or more of which is insured against under the forms attached shall be used even though all such perils or coverages are not insured against by this policy. Upon exhaustion of the limit(s) of liability or sublimits of the underlying insurance, this policy shall be liable for the loss in excess of the limits of liability of the underlying insurance with respect to those perils and/or coverages insured hereunder, subject to the limit(s) and sublimit(s) of this policy.

- **Quota Share Coverage:**

If coverage is quota share, the terms and provisions in all participating coverages must read exactly the same in all applicable policies.

- **Excess Coverage:**

All excess coverages should follow form and provide continuity of coverage for applicable perils and insured property.

PROPOSAL FORM FOR PROPERTY

1. Proposed Insurer _____
 Indicate by exposures, if applicable. _____
2. By separate attachment, indicate an explanation of how the limits for the various coverages are structured and/or layered.
3. Indicate Premiums:

All Other Perils Limits	Per-Occurrence Deductibles	
	\$10,000	\$25,000
TIV Per Schedule		
	72 Hours	96 Hours
\$7,000,000 BI/EE Sublimit		
\$10,000,000 BI/EE Sublimit		

Primary Named Storm Wind, Hail and Flood (\$25,000,000 each Flood & EQ Sublimit)	Deductibles (All Zones \$25,000 Per-Occurrence Plus Wind Deductibles)					
	1% Named Storm		2% Named Storm		All Other Perils (including Non-Named Storm Wind)	
	\$25,000	\$50,000	\$25,000	\$50,000	\$10,000	\$25,000
\$50,000,000 Loss Limit (Named Storm)						
With \$25,000,000 each Flood & Earthquake Sublimit						
\$60,000,000 Loss Limit						
With \$25,000,000 Flood & Earthquake Sublimit						
\$75,000,000 Loss Limit						
With \$25,000,000 Flood & Earthquake Sublimit						
Additional Premium for Unscheduled Outdoor Property at a \$500,000 Limit						
	72 Hours		96 Hours			
\$7,000,000 BI/EE Sublimit						
\$10,000,000 BI/EE Sublimit						

Primary Named Storm Wind, Hail and Flood (\$30,000,000 each Flood & EQ Sublimit)	Deductibles (All Zones \$25,000 Per-Occurrence Plus Wind Deductibles)					
	1% Named Storm		2% Named Storm		All Other Perils (including Non-Named Storm Wind)	
	\$25,000	\$50,000	\$25,000	\$50,000	\$10,000	\$25,000
\$50,000,000 Loss Limit						
With \$25,000,000 each Flood & Earthquake Sublimit						
\$60,000,000 Loss Limit						
With \$25,000,000 Flood & Earthquake Sublimit						
\$75,000,000 Loss Limit						
With \$25,000,000 Flood & Earthquake Sublimit						
Additional Premium for Unscheduled Outdoor Property at a \$500,000 Limit						
	72 Hours		96 Hours			
\$7,000,000 BI/EE Sublimit						
\$10,000,000 BI/EE Sublimit						

4. Terrorism: By separate attachment, show premium for each option.

5. Additional Premiums: (Please complete limit and deductible option that applies.)

Coverage	AOP			Named Wind			Flood (If Applicable)		
	Limit Sublimit	Deductible	AP	Sublimit	Deductible	AP	Limit	Ded (\$25,000 Per-Occ)	AP
Valuable Papers									
Unnamed Location									
Property of Others									
Fine Arts									
Ordinance or Law									
Certified Terrorism									
Non-Certified Terrorism									
Mold									
Asbestos									
Data/Media									
Claims Expense									
Transit									
Pollution Clean-Up									

6. Please respond to the following with a "yes" or "no" answer:
- a. Agreed amount or no coinsurance.
 Yes No
 - b. 180-day newly acquired at \$5,000,000 limit.
 Yes No
 - c. 180-day builders risk at \$5,000,000 limit.
 Yes No
 - d. Unintentional errors or omissions (\$5,000,000 limit).
 Yes No
 - e. Blanket additional insureds and mortgagee interests.
 Yes No
 - f. Coverage for foundations and underground pipes.
 Yes No
 - g. Full limits of coverage for architectural fees.
 Yes No
 - h. Debris removal limit included in full limits or at least 25% of loss plus \$1,000,000.
 Yes No Indicate Limit _____
 - i. Joint loss agreement if B&M and EDP carriers are different from property carrier.
 Yes No
 - j. Total or constructive loss manuscript wording (Item m. on specs page).
 Yes No
 - k. Repair/replacement of asbestos containing material
 Yes No
 - l. Repair/replacement of mold/bacteria containing material.
 Yes No
 - m. 10% or 15% margin clause if limits are scheduled.
 Yes No Please indicate percentage _____.

- n. Civil authority and ingress/egress for 30 days.
 Yes No
- o. Priority of payments wording per specifications.
 Yes No
- p. Excess loss wording per specs.
 Yes No
- q. Flood and earthquake coverages apply to EDP and Inland Marine Schedule of Values.
 Yes No
- r. Quota share policies read the same.
 Yes No
- s. Drop-down wording included.
 Yes No
- t. Fine arts written on an agreed value basis.
 Yes No
- u. Capital improvements wording per specifications.
 Yes No
- v. Is percentage named storm deductible per building TIV affected?
 Yes No

Please explain. _____

- w. All property is covered per schedule.
 Yes No
- x. Vacancy permit included for designated vacant property.
 Yes No
- y. Excess coverages include follow form wording per specifications.
 Yes No
- z. EDP covered for damage to computer hardware, data, and/or software caused by virus.
 Yes No

7. Does definition of *named storm* include storm surge?
_____ Yes _____ No

If no, does definition of *flood* include storm surge?
_____ Yes _____ No

8. Does definition of *flood* include named storm flood?
_____ Yes _____ No

Tidal wave? _____ Yes _____ No

9. Does definition of *earthquake* include tsunami?
_____ Yes _____ No

10. Please indicate if premium quoted is flat or auditable and composite rate.

11. Please indicate method of premium payment (monthly, quarterly, annually, etc.)

12. Indicate the term of the coverage _____

If more than one year, are rates fixed? _____ Yes _____ No

13. Is your quote contingent on writing any other line(s)? _____ Yes _____ No

If so, what line(s) _____

14. Are specimen policy forms and endorsements included? _____ Yes _____ No

Authorized Signature

Company

Date

EXCEPTION FORM FOR PROPERTY

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions and/or additions to the specifications, by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

N. INLAND MARINE

This coverage may be quoted under a separate policy, or included in the policy insuring the County's buildings and contents or under the policy insuring the bridges. The coverage should be quoted as follows:

CONTRACTORS MOBILE EQUIPMENT AND MISCELLANEOUS EQUIPMENT—

1. Equipment is to be insured for its stated value per schedule, or for its repair or replacement cost, whichever is less.
2. Quote optional per-occurrence deductibles of \$5,000, \$10,000 and \$25,000.
3. Specify whether coverage is subject to coinsurance and what percentage.
4. Coverage is to extend to insured equipment when used by others.
5. Include coverage for flood and earthquake.
6. Coverage should be extended to rented, leased and borrowed equipment.

8. Is your quote contingent on writing other line(s)? Yes No
If so, what line(s)? _____
9. Are specimen policy forms and endorsements included? Yes No

Authorized Signature

Company

Date

EXCEPTION FORM FOR INLAND MARINE

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions/additions to the specifications by line of coverage. Failure to list exceptions accurately could result in disqualification and rejection of your proposal.

Authorized Signature

Company

Date

SPECIFICATIONS
UNDERWRITING SECTION

EXHIBIT I
SPECIMEN PACKAGE POLICY APPLICATIONS

(Refer to specifications for desired coverage particulars and underwriting schedules)

- A. General Information
- B. Commercial General Liability
- C. Law Enforcement Liability
- D. Automobile Liability/Physical Damage
- E. Commercial Crime
- F. Public Entity Management

Note: Applications are to be used for developing underwriting information only. Do not use the applications to quote specific limits, deductibles or exposures without referring to the specifications, per line of coverage, and additional underwriting information, per line of coverage, as may be included herein.

**EXHIBIT II
PROPERTY SCHEDULE
(INCLUDING EDP VALUES)**

**EXHIBIT III
CONTRACTOR'S EQUIPMENT SCHEDULE**

**EXHIBIT IV
AUTOMOBILE SCHEDULE**

**EXHIBIT V
DRIVER'S LIST
(AVAILABLE UPON REQUEST)**

EXHIBIT VI
MISCELLANEOUS PROFESSIONAL LIABILITY—DISTRICT CLERK E&O
(APPLICATION)

**EXHIBIT VII
SCHEDULE OF UNDERLYING
PUBLIC OFFICIAL'S BONDS**

**EXHIBIT VIII
FINANCIAL INFORMATION**

Please go to the following URLs for—

Comprehensive Annual Financial Report:
(<http://www.co.cameron.tx.us/auditor/financial.htm>)

Budget Information:
(http://www.co.cameron.tx.us/budget_info.htm)

**EXHIBIT IX
CURRENT CARRIERS**

**EXHIBIT X
CURRENT BRIDGE REPORT**

**EXHIBIT XI
LEASED PREMISES SCHEDULE**

**EXHIBIT XII
LOSS RUNS**

(NOTE: Loss information for Law Enforcement Liability and Public Official Liability will only be made available to those who intend to include these coverages in their RFP response, and the only upon request.)

**EXHIBIT XIII
SPECIMEN CRIME APPLICATION**

**EXHIBIT XIV
SPECIMEN CYBER APPLICATION**