

PART III

INSURANCE COVERAGES & PROPOSAL QUESTIONNAIRE

Guadalupe County desires proposals for insurance coverage that is equally as “broad” (or broader) as the coverage presently in force. In addition, the County desires to consider several options to possibly change their coverage (i.e., “Optional Enhancements”). Proposers are encouraged to offer options that allow the County to retain a larger portion of the risk than is currently retained by the County. This can be accomplished through proposals that offer options for increased deductibles, to include the use of aggregate deductible “caps” that apply to a single line of coverage or to multiple lines of coverage.

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

1. The Proposal Questionnaire serves four basic purposes.
 - First, it provides proposers with details about the coverage currently in force and its pricing. Since the RFP requests pricing for coverage similar to the coverage currently in force, this Questionnaire provides proposers with details about the coverage presently in force.
 - Second, the Questionnaire provides the proposer with a format to be used in detailing the proposed coverage (including coverage options.)
 - Third, the completed Questionnaire will be used in evaluating the proposals (Therefore, full completion is required)
 - Fourth, the Questionnaire submitted by the successful proposers will be compared to the insurance policies ultimately issued to make certain that the policies agree with the Proposal Questionnaire.
2. It is estimated that a person who is familiar with the coverage that is being proposed can complete the Proposal Questionnaire in 2-4 hours.
3. You are welcome to complete the Questionnaire by hand. It is not necessary to type the responses.
4. The proposal must include a true and exact copy of the policy language that would be found in policies issued to Guadalupe County (including declaration pages, all endorsements, terms and conditions, but not including limits, schedules of insured property, retroactive dates, policy period term, deductible values). “Sample” or “Specimen” policy language is not requested unless it is intended to be an exact match to the policies that would be issued to Guadalupe County.
5. Please attach complete copies of the underwriter’s “quote” sheet(s).
6. Please attach any additional proposal material that you care to provide with the Proposal Questionnaire, especially relating to coverage enhancements being offered that are not addressed in the questionnaires. .
7. The layout of the Proposal Questionnaire only accommodates a quote for one premium and one deductible option per line of coverage. If you plan to offer several deductible options, we suggest photocopying the appropriate pages within the Proposal Questionnaire and providing the deductible option and resulting premium on the reproduced pages.
8. Proposers are asked to use the “Premium and Policy Period” portion of each insurance coverage section to provide pricing for coverage similar to the coverage now in force. The “Options” portion of each coverage section should be used to provide pricing for each proposed option. When providing the pricing for each proposal “Option”, provide only the additional cost or credit. For example, if you are quoting a \$10,000 premium for a \$2M occurrence/aggregate limit on Public Officials E&O coverage in the “Premium & Policy Period” portion and an Option of \$15,000 premium for a \$4M aggregate limit, then Option 2b in the Option section should reflect only the additional incremental pricing of \$5,000 (i.e., \$15,000-\$10,000).
9. Quoted premiums must include any applicable surplus lines and/or fees.
10. The “Contact Person, Email address and Phone Number” field at the top of each coverage section in Part 3

should provide information about the person to be contacted by the consultant with any questions about the proposed coverage.

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

Questionnaire Key

RFP = Request for Proposals

BI = Bodily Injury

PD = Property Damage

N/A = Not Applicable

Incl = Included

NI or Not Incl = Not Included

E = Excluded

NE = Not Excluded

Responses to RFP Part II (Very important!)

1. Have you enclosed true and exact copies of proposed policy language in each copy of your proposal (including all endorsements, terms and conditions, not required to complete declaration pages and schedules)?
2. Reminder: Attach a listing of references in accordance with RFP II-23.
3. Do proposing insurers satisfy the "insurance eligibility" provisions of item II-5 in the RFP?
4. Does the insurer agree to provide loss runs in accordance with RFP II-19?
5. Do the agent/brokers/representatives who will service the proposal meet the requirements of RFP II-22?
6. In the space below, detail all "Supporting Coverage's Requirements" as required by RFP II-15.
7. Have you attached a copy of the insurer's criteria for excluding drivers?
8. Have you attached copies of the underwriter's quotations?
9. Please detail the date(s) by which you propose to provide auto ID cards, as requested in RFP Part II-25.
10. Does the proposer agree to provide binders detailing coverage to the County prior to the effective date of coverage?

Does the proposer agree to provide completed insurance policies to the County within 15 calendar days following the inception of coverage (unless delayed due to the fault of the County)?
11. The Proposal must be signed and dated by an officer (or employee) below who is duly authorized to execute this contract, and by signature below confirms that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature: _____

“Proposal Opening” Announcement Form

The following table must be completed and attached to each proposal in a very obvious position so that it can be quickly and easily retrieved and read aloud during the “Proposal Opening” session.

Insurance Policy	Proposer	Insurer(s)
Auto Liability		
General Liability		
Public Officials E&O/Employment Practices		
Law Enforcement Liability		
Property		
Equipment Breakdown/B&M		
Inland Marine		
Crime		
Workers’ Compensation		

Automobile Liability & Physical Damage Proposal

Proposing Insurer:

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

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

Admitted/Non-Admitted in Texas:

Contact Person, Email address and Phone Number:

DESCRIPTION	Texas Association of Counties Risk Management Pool 5/1/14-15 Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
# of scheduled units included in the Liability premium	247 vehicles, 34 trailers		
# of scheduled units included in the Physical Damage premium	1 trailer		
Liability Limit	Within Texas: \$100,000 BI each person, \$300,000 BI each accident, \$100,000 PD each accident Out of Texas: \$1M		
Includes liability protection for the County for its use of "non-owned" vehicles (employee owned vehicles while used for County business) (symbol 9)	I		
Includes liability coverage for "any auto" vehicles (symbol 1)	I		
Includes liability protection for the County for its use of "Hired" vehicles (symbol 8, vehicles used on County business which are not owned by the County or by employees)	I		
Includes liability protection for the owner of hired or borrowed vehicles	I		
"Hired" car physical damage (not applicable to employee owned vehicles)	NI		
Limited Mexico coverage	I		

\$10,000 Supplementary Death benefit	I		
Garagekeepers Liability (Excess Basis)	NI		
Uninsured Motorists coverage	NI		
Personal Injury Protection coverage	\$5,000 each person		
Is the PIP coverage limited to persons who are employees of a governmental entity?	No		
Coverage triggers (i.e., "occurrence date", "claims first made & reported" date, etc.)	"Occurrence" form of coverage trigger		
Defense costs do not reduce limits	I		
"Pay on Behalf by the Insurer" type of coverage	I		
Insurer is obligated to pay for defense costs and damages as they are incurred	I		
Insurer has the right and duty to defend claims	I		
Insurer has the right to select and appoint defense counsel	I		
Insured has the right to associate with the insurer in the defense of claims and negotiating settlements.	NI		
Insurer has the right to make claim settlements without first obtaining the County's permission	I		
Insured shall not admit or assume any liability, enter into settlement agreement, stipulate to any judgment or incur defense costs without the insurer's written consent	I		
The insurer will consult with the insureds when the insurer settles a claim. If the insureds refuse to a settlement recommended by the insurer, the insurer's liability shall not exceed the amount that the claim could have been settled for plus supplementary payments as of the date that the settlement was refused	NI		

Loss payment and defense when the insured does not consent to a loss settlement	Insurer pays regardless of whether the County agrees to a settlement or not		
Physical damage coverage includes flood, wind, hail and hurricane	I		
Physical damage claims are adjusted on a "depreciated" value basis	I		
No-fault Medical Payments coverage	NI		
Towing coverage	NI		
Reimbursement of physical damage deductibles under an employee's personal auto policy if damaged in the scope of services for the County	NI		
Employees as Insureds endorsement (Form TE 9933 or its equivalent) while using personal autos not owned, hired or borrowed by the County (extending the County's liability coverage to the employees while using a personal car on County business)	NI		
Extend the County's auto liability coverage to protect the Sheriff, Deputy Sheriffs, Constables, Deputy Constables or criminal investigator employed by the County who routinely use personally owned vehicles in the course of their duties for the County	This coverage option has been declined by the County because there is no exposure in Guadalupe County. The County provides all law enforcement vehicles.		
Pollution Liability - Broadened Coverage (TE 9948-A) or its equivalent	I		
Care, Custody & Control Exclusions N/A to property damage of the County passengers	NI		
Definition of "bodily injury" includes shock, mental anguish, mental injury & damages for care or loss of service	NI		
"Fellow Employee" liability coverage	NI		

Bodily injury or property damage expected or intended from the standpoint of the insured	NI		
Contractual liability	NI		
Claims for which the State has the responsibility to defend, indemnify or pay	NI		
Coverage for the unintentional failure to disclose hazards	I		
Liability deductible applies to defense costs and damages	Only to damages		
When required by contract, can a governmental entity be added to the policy as an "Additional insured"?	Yes		
When required by contract, can a non-governmental entity or an individual be added to the policy as an "Additional Insured"?	No		
Excludes liability for professional services such as failure to provide medical services, injury resulting from serving foods or drink, handling of corpses	I		
Liability protection extends to governing boards, boards, commissions, elected officials, employees and volunteers	I		
TRIA Federal Terrorism	NI		
Automobile Deductibles			
DESCRIPTION	Expiring Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Bodily Injury/Property Damage Liability	\$1,000/accident		
Comprehensive, Collision physical damage	\$250 each auto		
The County is responsible for payment of any deductibles that apply to employees	Included		

Automobile Premium & Policy Period			
Annual Premium for coverage outlined above (including Auto Theft Fee, but w/o TRIA)	\$30,430		
Additional TRIA premium (if optional)			
Policy Period	5/1/14-15		
Premium rates and factors are fixed for what period of time?			
Subject To			
Is Premium subject to audit?	No		
Will premium be subject to an experience modifier?	No		
Underwriter's Conditions			
Options			
DESCRIPTION	ADJUSTMENT to premium quoted above (indicate "-" for return premium <u>or</u> "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed <u>or</u> "Included" if coverage is provided at no change in the premium provided above).
Broaden definition of "bodily injury" to include shock, mental anguish, mental injury & damages for care or loss of service.			
Remove the "fellow employee" exclusion so that employees are protected from claims which result from accidentally striking a fellow employee with a County vehicle			
Provide the "Employees as Insureds" endorsement (Form TE 9933 or its equivalent) to provide liability coverage to County employees while using personal autos not owned, hired or borrowed by the County (extending the County's liability coverage to the employees while using a personal car on County business)			

Reimbursement of physical damage deductibles under an employee's personal auto policy if damaged in the scope of services for the County (up to \$500)			
Increased deductibles?			
Other (Explain)			

General Liability

Proposing Insurer:

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

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

Admitted/Non-Admitted in Texas:

Contact Person, Email address and Phone Number:

DESCRIPTION	Texas Association of Counties Risk Management Pool 5/1/14-15 Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
General Aggregate Limit (does not apply to Medical Payments, Products/Completed Operations, Fire/Lightning/Explosion Legal Liability)	None		
Products and Completed Operations Aggregate Limit	None		
Bodily Injury, and Property Damage - Each Occurrence Limit	\$100,000/person, not to exceed \$300,000/occurrenc e		
Personal Injury and Advertising Injury Limits	\$100,000/person, not to exceed \$300,000/aggregat e limit per offense		
Damage to premises rented to the County	\$50,000		
No-fault medical payments limit per person	\$5,000		
Employee Benefits Liability	\$100,000/occurrenc e \$100,000/aggregat e limit		

Includes “gradual” and “sudden and accidental” pollution coverage for exposures such as runoff, mechanics, garage operations, herbicides, pesticides, tar, oils, above ground fuel storage tanks, chemicals, recycling, waste collection, fumes, waste collection, waste disposal, waste storage etc.	NI		
Includes the herbicide/pesticide applicators endorsement or its equivalent	NI		
Includes pollution liability for smoke from hostile fires and fumes from heating equipment, mobile equipment fuel and lubricant	I		
Includes coverage for liability associated with intentional cutting of trees and vegetation on right-of-ways and easements.	NI		
Aircraft exclusion does not apply to aerial search, aerial rescue, aerial observation flights when the County does not own, pilot, maintain, or use an aircraft (aircraft is piloted, owned and used by another party, such as DPS, to assist the County)	Law enforcement activities are not covered other than watercraft liability, premise liability and medical services provided in a jail		
Includes medical malpractice coverage (rendering or failure to render care) related to the medical services provided by the County in non-hospital setting (such as a jail, a juvenile detention facility, or an outpatient health clinic). Coverage serves to protect the County and its employed nurses for the medical care services rendered at the jail and at the juvenile detention center. Coverage does not serve to protect the contracted physician.	I		
Includes medical malpractice coverage (rendering or failure to render care) related to the “first aid” medical care provided by County employees who are not in the business or profession of providing medical services.	Included except when as part of an excluded law enforcement activity		
Medical services provided in a hospital by a County employee or volunteer	NI		

Deductible applies only to damages and not to defense costs	I		
Deductible applies to both defense costs and damages	Only to damages		
Waster transfer/collection sites	I (but pollution is not covered)		
Elevator liability	I		
Jail premise liability	I		
Building illness	Not excluded		
Firework displays (if any)	Not excluded		
Hospital exposures (if any)	Not excluded		
Law Enforcement watercraft exposure and jail premise exposure (owned watercraft includes boat and personal watercraft)	I		
Includes watercraft liability < 26' in length (owned, rented, borrowed, or commandeered by the County), even when used for law enforcement activities (owned watercraft includes boat and personal watercraft)	I		
Sexual abuse and molestation coverage	"Silent", not specifically addressed		
Claims for which the State of Texas has the responsibility to pay, defend, or to adjust.	NI		
Bodily injury or property damage arising out of any taking, inverse condemnation or adverse possession of any property	NI		
Willful violations of law	NI		

Professional duties of attorneys, architects, engineers, accountant, physician or other healthcare professionals	Bodily Injury and Property Damage coverage does not apply to professional duties of attorneys, architects, engineers, and accountant. Personal and advertising injury coverage does not apply to professional duties of attorneys, architects, engineers, accountant, physician or other healthcare professionals.		
Employment practices	NI		
Civil rights violations	NI		
Contractual liability assumed in an insured contract	I		
Contractual liability that exists in the absence of a contract	I		
Coverage triggers (i.e., "occurrence date", "claims first made & reported" date, etc.)	EBL is written with a "claims first made and reported" type of coverage trigger, all other coverage is provided on an "occurrence" date basis		
Defense costs do not reduce limits	I		
"Pay on Behalf by the Insurer" type of coverage	I		
Insurer is obligated to pay for defense costs and damages as they are incurred	I		
Insurer has the right and duty to defend claims	I		
Insurer has the right to select and appoint defense counsel	I		

Insured has the right to associate with the insurer in the defense of claims and negotiating settlements.	NI		
Insurer has the right to make claim settlements without first obtaining the County's permission	I		
Insured shall not admit or assume any liability, enter into settlement agreement, stipulate to any judgment or incur defense costs without the insurer's written consent	I		
The insurer will consult with the insureds when the insurer settles a claim. If the insureds refuse to a settlement recommended by the insurer, the insurer's liability shall not exceed the amount that the claim could have been settled for plus supplementary payments as of the date that the settlement was refused	NI		
Loss payment and defense when the insured does not consent to a loss settlement	Insurer pays regardless of whether the County agrees to a settlement or not		
Covered parties include the County, employees, members of the Commissioners Court, boards, elected or appointed officials, volunteers	I		
"Covered insured contract" includes operations on or within 50' of a railroad	NI		
Coverage applies to bodily injury resulting from the use of reasonable force to protect persons or property	I		
Coverage applies to property damage resulting from the use of reasonable force to protect persons or property	NI		
Worldwide coverage territory	I		
Host liquor liability coverage	I		
Coverage for damage to personal property in the care, custody or control of a covered person	NI		
TRIA Terrorism	NI		

Separation of Insureds provision	I		
Coverage for the unintentional failure to disclose hazards	I		
Does the policy offer an Extended Reporting Period for the EBL coverage when it is terminated or non-renewed by the insurer?	No		
Does the policy offer an Extended Reporting Period for the EBL coverage when it is terminated or non-renewed by the County?	No		
Cost to purchase an ERP for the Employee Benefits liability coverage	Not addressed		
When required by contract, can a governmental entity be added to the policy as an "Additional insured"?	Yes		
When required by contract, can a non-governmental entity or an individual be added to the policy as an "Additional insured"?	No		
Definition of "Bodily Injury" includes mental anguish or mental distress	NI		
General Liability Deductibles			
General Liability	\$10,000 per occurrence/offense		
Employee Benefits Liability	\$1,000 each claim		
Cumulative deductible cap per policy period	None		
The County is responsible for payment of any deductibles that apply to employees	Included		
General Liability Premium & Policy Period			
Annual Premium for coverage outlined above but without TRIA foreign Terrorism	\$20,055		
Additional TRIA premium (if optional)			
Minimum premium	N/A		
Policy Period	5/1/14-15		
Premium rates and factors are fixed for what period of time?			

Subject To...			
Is Premium Subject to Audit?	No		
Proposing Underwriter's Conditions			
Options			
DESCRIPTION	ADJUSTMENT to premium quoted above (indicate "-" for return premium <u>or</u> "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed <u>or</u> "Included" if coverage is provided at no change in the premium provided above).
Expand the definition of "Bodily Injury" to include mental anguish and mental distress			
Provide railroad contractual liability coverage for construction or demolition operations within 50' of any rail track or property			
Modify the "expected or intended injury" exclusion so that coverage applies to property damage resulting from the use of reasonable force to protect persons or property			
Modify the Aircraft exclusion so that the policy provides "non-owned aircraft" liability coverage and the aircraft exclusion does not apply to aerial search, aerial rescue, aerial observation flights when the County does not own, pilot, maintain, or use the aircraft (i.e., the aircraft is piloted, owned and used by another party, such as DPS, to assist the County)			
Increase the Employee Benefit liability limits to \$1M/occurrence and \$1M/aggregate			

<p>Provide defense and damages for claims against insureds for</p> <p>1) the actual or threatened sexual abuse or molestation of any person and</p> <p>2) Coverage for the negligent hiring, retention, screening, investigation, supervision, reporting or failure to report a person who has threatened or performed sexual abuse or molestation (including a defense for persons accused of sexual molestation until proven guilty of such charges).</p>			
<p>Provide sudden and accidental pollution coverage for exposures such as runoff, mechanics, garage operations, tar, oils, above ground fuel storage tanks , chemicals, recycling, waste collection, fumes, waste collection, waste disposal, waste storage, use of pesticides, use of herbicides along County roads and on County property, etc.</p>			
<p>Include pesticide/herbicide applicators coverage as part of the GL policy</p>			
<p>Include coverage for liability associated with intentional cutting of trees and vegetation on right-of-ways and easements.</p>			
<p>Cap the \$10,000 GL deductible to a cumulative maximum of \$50,000/policy period</p>			
<p>Other (Explain)</p>			

Public Officials Errors & Omissions/Employment Practices Liability

Proposing Insurer:

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

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

Admitted/Non-Admitted in Texas:

Contact Person, Email address and Phone Number:

DESCRIPTION	Texas Association of Counties Risk Management Pool 5/1/14-15 Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
E&O claims - Each Occurrence/Aggregate Limit - Monetary Damages	\$2,000,000/ occurrence \$2,000,000 aggregate (plus \$1M additional punitive damages coverage that is not subject to the \$2M aggregate limit)		
"Employment practices" claims	Included in the E&O limits above		
Defense of "takings" claims	\$50,000/occurrence and \$50,000 aggregate, applies within the policy's \$2M aggregate limit		
Defense and damages for claims alleging "malicious or criminal acts" claims	Defense @ \$50,000/occurrence and \$100,000 aggregate, applies within the policy's \$2M aggregate limit. No coverage for damages except as a malicious prosecution claim.		

District Attorney “malicious prosecution” sublimit <i>(Note: the DA is an employee of the State of Texas, and not an employee of the County)</i>	\$500,000/occurrence, \$1M aggregate limit, which is a part of the policy’s \$2M aggregate limit		
“Malicious prosecution” limit for claims arising out of the activities of an Assistant DA or an employee of the District Attorney, against the County Attorney, Assistant County Attorney or an employee of the County Attorney <i>(Note: the Asst. DA and the DA’s employees other than the DA are County employees, not State of Texas employees).</i>	\$500,000/occurrence and \$1M aggregate, applies within the policy’s \$2M aggregate limit		
“District Judge” limit for claims arising out of the DJ acting in a judicial capacity concerning a case filed in the jurisdiction of the County or when the DJ is acting concerning administrative matters of either the County or the Guadalupe County Juvenile Board (this coverage does not apply when the State agrees to provide a defense or to pay for damages or settlements). <i>(Note: While the DJ is an employee of the State of Texas, the DJ is also a part-time County employee by virtue of being compensated as a part-time County employee for service on the Guadalupe County Juvenile Board).</i>	Included within the policy’s basic \$2M/\$2M limits		
E&O sublimit that is applicable to claims against the Bail Bond Board			
E&O sublimit that is applicable to claims against the County Clerk, District Clerk and their deputies which arise from their official duties	Lesser of statutory limits (set forth in state law) or \$1,000,000/occurrence for County Clerk and District Clerk (and their deputies), applies within the policy’s \$2M aggregate limit		
Defense costs serve to reduce limits or apply outside of the limits?	Serve to reduce policy limits (not in addition to policy limits)		

Back wages	\$25,000/occurrence , \$25,000 aggregate, subject to the policy's \$2M aggregate limit		
EEOC defense and awards	Not considered to be a "claim" since it is not a claim for monetary damages		
Reputation loss	NI		
Defense of claims seeking non-monetary relief or injunctive relief	Not considered to be a "claim" since it is not a claim for monetary damages		
Other sublimits not addressed above	None		
Deductible applies to defense costs and damages	I		
Retroactive date for prior acts coverage	6/26/1990 (except 5/1/11 for "takings" claims, 5/1/10 for additional punitive damages, 7/7/05 for District Attorney, 5/1/06 for District Judge)		
Punitive Damages within the policy's \$2M aggregate limit	\$1M sublimit included within the \$2M aggregate limit		
Punitive Damages outside of the policy's \$2M aggregate limit	\$1M outside of the \$2M aggregate limit		
Includes Employment Practices liability coverage	I		
Coverage to protect the County Clerk/Deputy County Clerks from E&O claims against them by the County which arise from the performance of their official duties	I		
Coverage to protect the District Clerk/Deputy District Clerks from E&O claims against them by the County which arise from the performance of their official duties	I		

Includes the following Boards and Board members of the following boards as insureds: Juvenile Board, Child Welfare Board Others?	Not listed or named in the policy but it is assumed that these are covered by the policy since they are appointed by the County and within the County's budget		
Claims for Injunctive Relief	NI (not even defended other than "takings" claims)		
"Pay on Behalf by the Insurer" type of coverage	I		
Insurer is obligated to pay for defense costs and damages as they are incurred	I		
Insurer has the right and duty to defend claims	I		
Insurer has the right to select and appoint defense counsel	I		
Insured has the right to associate with the insurer in the defense of claims and negotiating settlements.	NI		
Insurer has the right to make claim settlements without first obtaining the County's permission	I		
Insured shall not admit or assume any liability, enter into settlement agreement, stipulate to any judgment or incur defense costs without the insurer's written consent	I		
The insurer will consult with the insureds when the insurer settles a claim. If the insureds refuse to a settlement recommended by the insurer, the insurer's liability shall not exceed the amount that the claim could have been settled for plus supplementary payments as of the date that the settlement was refused	NI		
Loss payment and defense when the insured does not consent to a loss settlement	Insurer pays regardless of whether the County agrees to a settlement or not		

Cyber liability coverage for the theft of personally identifiable data from the County's computer and/or other records, to include required notification costs	I (will be added to the policy on 5/1/15 at no cost by the current insurer)		
Non-imputation provision	I		
Coverage applies on a "Claims <i>FIRST</i> Made & Reported" basis, coverage is limited to claims first made and also reported within the policy period (or during the ERP if purchased)	I		
Insurer will not waive sovereign immunity as a defense	Silent		
Definition of "Claim" includes written demand where monetary damages are sought, to include punitive damages and back wages.	I		
Definition of "Claim" includes the County's report of the notice of a potential claim	I		
Claims based on or arising out of the same act or interrelated acts are considered as a single claim and is not covered unless the claim is <u>first</u> made under the policy period in which the claim was <u>first</u> made (or an ERP if purchased)	I		
Definition of "damages" does not include fines, penalties, unpaid wages, withheld wages, back benefits, harm or interference with property, damages resulting from property seized, amounts payable as the result of contractual obligations.	I		
Definition of "wrongful act" includes error, misstatement, omission, neglect, breach of duty, misfeasance, malfeasance, and nonfeasance	I		

<p>Definition of “Employment practices” includes:</p> <ol style="list-style-type: none"> 1. Wrongful dismissal, discharge, termination 2. Workplace harassment 3. Employment discrimination 4. Wrongful failure to employ or promote 	Not defined		
<p>Definition of an “Insured” includes:</p> <ol style="list-style-type: none"> 1) the entity, 2) elected or appointed officials while acting in the scope of their official duties, 3) employees while acting in the scope of their official duties, 4) volunteers while acting in the scope of their official duties, 5) members of boards and commissions operated by and under the jurisdiction of the insured and within the insured’s budget 6) members of the Guadalupe County Juvenile Board who are officials, employees or volunteers of the County, even if they are not “full-time” officials employees/volunteers of the County and without regard as to whether these persons may have other employment. 	All are included		
Insurer can settle without County’s consent	I		
Claims which allege fraud, dishonesty or bad faith will be defended until a judgment, settlement or other final adjudication determines or waives guilt	I		
Coverage Applies Separately To Each Insured (except liability limit)	I		
Insurer retains the right to subrogate claims	I		
Notice of a potential claim reported to the insurer will be considered as having made a claim	I		

Length of automatic ERP	An automatic ERP is not provided		
Insured has the option to purchase a one-year, 2 year and 3 year ERP	Insured has the option to purchase a one year ERP at a cost of 100% of the annual premium/year. Insured has the option to purchase a two year ERP at a cost of 150% of the annual premium/year.		
Extended Reporting Period is available regardless of whether the policy is canceled/non-renewed by the County or the insurer (except for the failure to pay premium)	I		
Cost to purchase a 1 year and a 2 year ERP option under the current 5/1/15-16 policy if the current policy is not continued by the County		\$: Time period: (for completion by TAC)	
Deadline as purchasing an ERP	10 days following the end of the policy period		
The County is responsible for the payment of deductibles, even for claims against individual insureds	I		
Applies excess of Other Insurance	I		
TRIA Foreign Terrorism	NI		
Errors & Omissions/EPL Premium & Policy Period			
Annual Premium for coverage outlined above but w/o TRIA Foreign Terrorism	\$66,649		
Minimum earned premium	None		
Additional TRIA premium (if optional)	N/A		
Policy Period	5/1/14-15		
Premium rates and factors are fixed for what period of time?			
Subject To			
Is Premium Subject to Audit?	No		

Underwriter's Conditions...			
Errors & Omissions/EPL Deductible			
Deductible - Each E&O Loss (regardless of the number of insured, claimants, or claims arising out of the same incident)	\$10,000 each wrongful act		
Deductible - Each EPL Loss (regardless of the number of insured, claimants, or claims arising out of the same incident)	\$10,000 each wrongful act		
The County is responsible for payment of any deductibles that apply to employees	Included		
Errors & Omissions Liability Exclusions (n/a to EPL)			
DESCRIPTION	Expiring Exclusions (E)	Proposed Exclusions (E)	COMMENTS
Bodily injury, sickness, assault, battery, disease, property damage, loss of property use	E		
Emotional distress and mental anguish whether part of an employment practice claim or other type of claim	NE		
Libel, slander whether part of an employment practice claim or other type of claim	E		
Fiduciary liability as respects an employment benefit plan	E		
Claims seeking redress in any form other than monetary damages	E		
Defense costs for claims seeking injunctive or other non-monetary relief	E		
Medical malpractice claims arising out of services provided by a registered nurse or physician	E		
Regulatory acts which limit a person or entity's right to use property owned by the person or entity or to pursue a certain business	E		
Employment practices liability	NE		
Issuance of bonds, the assessment of taxes, tax collections	NE		

Claims brought by the named insured against an individual insured (other than "official duty" claims against the County Clerk, district Clerk or their deputies)	E (N/A to "official duty" claims against the County Clerk, district Clerk or their deputies)		
Claims against Boards that were not created solely by the County, that serve entities other than the County, which feature Board members who were not appointed by the County's Commissioners Court.	E		
Claims brought by individual insureds against named insured (other than applicable to employment practices)	E (employment practice claims by an individual insured against the County are not excluded)		
Claims brought by individual insured against another individual insured (other than applicable to employment practices)	E (employment practice claims by an individual insured against another individual insured are not excluded)		
Related to an act that occurred prior to the applicable retroactive date	E		
Gaining of any profit or advantage	NE		
The failure to collect fines and fees	NE		
Sexual abuse or molestation	NE		
Professional services provided by doctors, engineers and architects	E		
Professional services provided by attorneys	NE		
Civil fines and penalties	E		
Inverse condemnation, adverse possession, eminent domain, takings, adverse possession	E (except \$25,000 "takings" defense coverage noted above)		
Damages resulting from property seized, held, auctioned or sold by the insureds	E (property damage exclusion)		
Unfair competition or violation of anti-trust laws	NE		

Breach of Contract	E (other than implied contract in an EPL case)		
Contractual liability and obligations	NE		
The failure to pay a bond or its interest	E		
Preparation of bid specifications	E		
Failure to provide governmental services	E		
Failure to properly insure	NE		
Strikes, riots, or civil commotion	E		
ERISA, FLSA, NLRA, Workers Adjustment and Retraining Notification Act, COBRA, OSHA, Pension Benefit Act, Section 89 of the IRS Code	NE		
Pollution	E		
False arrest, false imprisonment, excessive use of force, wrongful detention, wrongful eviction	E		
Fraud, dishonesty, bad faith, malicious or criminal acts, false arrest, wrongful detention, law enforcement activities as part of a claim which alleges malicious prosecution against the DA, DA's staff, County Attorney or the CA's staff	Not excluded when used an element of a claim which alleges malicious prosecution		
Slandorous comments made by the County or by a member of the public via an electronic chat room or social media hosted by the County			
Failure to prevent the theft of personally identifiable data from the County's computer and/or other records	NE		
Options			
DESCRIPTION	ADJUSTMENT to premium quoted Above (indicate "-" for return premium <u>or</u> "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed <u>or</u> "Included" if coverage is provided at no change in the premium provided above).
Defense costs to be provided outside of the policy limits			

\$1 Cyber liability and notification costs			
Add “past, present or future” to the definition of covered officials, employees and volunteers.			
Increase the limit of the “Clerks official duties” coverage to \$2M/act			
Add verbiage such that the policy wording prohibits the insurer from settling a claim without first offering the County the opportunity to take over the case			
Extend coverage to the Bail Bond Board			
If excluded, add coverage to apply to claims alleging the accidental failure to collect fines and fees of office			
Increased deductibles?			
Other (Explain)			

Law Enforcement Liability

Proposing Insurer:

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

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

Admitted/Non-Admitted in Texas:

Contact Person, Email address and Phone Number:

DESCRIPTION	Texas Association of Counties Risk Management Pool 5/1/14-15 Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Limit Each Wrongful Act	\$2,000,000/act		
Aggregate Limit	\$2,000,000 aggregate limit		
Defense and damages for claims alleging "fraud, dishonesty, malicious or criminal acts" claims	Defense @ \$50,000/occurrence and \$100,000 aggregate, applies within the policy's \$2M aggregate limit.		
"District Judge" limit for claims arising out of the DJ acting in a judicial capacity concerning a case filed in the jurisdiction of the County or when the DJ is acting concerning administrative matters of either the County or the Guadalupe County Juvenile Board (this coverage does not apply when the State agrees to provide a defense or to pay for damages or settlements). <i>(Note: While the DJ is an employee of the State of Texas, the DJ is also a part- time County employee by virtue of being compensated as a part-time County employee for service on the Guadalupe County Juvenile Board).</i>	Included within the policy's basic \$2M/\$2M limits		
Punitive Damages within the policy's \$2M aggregate limit	\$1M sublimit included within the \$2M aggregate limit		
Punitive Damages outside of the policy's \$2M aggregate limit	\$1M outside of the \$2M aggregate limit		
Line-of-Duty Death Benefit (as the result of a felony)	NI		

"Occurrence" form of coverage trigger	NI		
"Claims FIRST Made & Reported" form of coverage trigger	I		
Claims based on or arising out of the same act or interrelated acts are considered as a single claim and is not covered unless the claim is <u>first</u> made under the policy period in which the claim was <u>first</u> made (or an ERP if purchased)	I		
Retroactive dates	Criminal & Malicious Acts @ 6/26/90, \$1M Punitive Damages outside of the policy's \$2M aggregate limit @ 6/26/90, District Judge @ 5/1/12, \$1M Punitive Damages within the policy's \$2M aggregate limit @ 6/26/90, all other @ 6/26/90		
"Insurer Pay on Behalf" Form	I		
Insurer is obligated to pay for defense costs and damages as they are incurred	I		
Insurer has the right & duty to defend claims	I		
Insurer has the right to select and appoint defense counsel	I		
Insured has the right to associate with the insurer in the defense of claims and negotiating settlements.	NI		
Insurer has the right to make claim settlements without first obtaining the County's permission	I		
The insurer will consult with the insureds when the insurer settles a claim. If the insureds refuse to a settlement recommended by the insurer, the insurer's liability shall not exceed the amount that the claim could have been settled for plus supplementary payments as of the date that the settlement was refused	NI		
Defense applies to claims for non-monetary damages	NI		
Deductible applies to defense, loss adjustment expenses and damages	I		

Defense provided for non-monetary damages when compensatory damages are also requested	I		
Defense costs serve to reduce limits or apply outside of the limits?	I		
Covered law enforcement operations include all of the County's law enforcement operations provided by the count of employees and volunteers found in "RFP Exhibit L – TAC Law enforcement application"	I		
Coverage applies to protect the County; the insured departments (Sheriff, Constables, Juvenile Probation, County Attorney, Animal Control, county employees of the District Attorney's office); the employees and volunteers of the insured departments; other public officials for claims arising out of covered law enforcement activities; Guadalupe County Juvenile Board and its members who are employed by the County (whether full-time employment or otherwise).	I		
District Attorney	Not included		
Costs incurred to replace and train LE canines following their death in the line of duty	NI		
Coverage applies to "moonlighting" activities when provided on the County's behalf and authorized in advance by the County	I		
Coverage applies to dispatching exposures (dispatching for the County and the County's role in dispatching for other entities)	I		
Aircraft exclusion does not apply to aerial search, aerial rescue, aerial observation flights when the County does not own, pilot, maintain, or use an aircraft (aircraft is piloted, owned and used by another party, such as DPS, to assist the County)			
Food service in the jail	I		
Punitive damages	Included through sublimits		

Insured shall not incur any expense , assume any liability without the insurer's consent	I		
Insurer retains the right to subrogate	I		
Coverage is limited to law enforcement activities of the County which result in personal injury, property damage, bodily injury, or violation of civil rights	I		
Sexual abuse and molestation	Not specifically covered or excluded, but likely not covered due to the "Bodily injury" definition which does not include mental anguish associated with or arising from non-physical injury.		
"Bodily injury" definition includes mental anguish associated with or arising from physical injury and from non-physical injury	Limited to mental anguish associated with a physical injury.		
"Personal injury" includes false arrest, false imprisonment, wrongful detention, wrongful entry, invasion of the right of private occupancy, malicious persecution, wrongful or improper service of process, libel, slander, defamation of character and violation of privacy rights.	I		
"Property damage" includes 1. physical injury to or destruction of tangible property, including loss of use thereof and 2. loss of use of tangible property which has not been physically injured or destroyed	I		
Medical malpractice coverage (whether "first aid" by non-medical personnel, medical service provided by trained medical employees, or otherwise)	NI		
Coverage applies for damage to property of others in the County's care, custody or control (other than personal property on persons at the time of an arrest)	I		
Coverage applies for damage to personal property of others when on persons at the time of arrest and while in the County's care, custody or control	I		

Claims for which the State has the responsibility to defend or pay (i.e., possibly on the District Judge coverage)	NI		
Automatic 60-day ERP	NI		
Cost to purchase a 1 year and a 2 year ERP option under the current 5/1/15-16 policy if the current policy is not continued by the County		\$: Time period: (for completion by TAC)	
Deadline as purchasing an ERP	10 days following the end of the policy period		
ERP Cost	100% for 1 year ERP, 150% for 2 year ERP		
Pollution exclusion waived for the use of mace, teargas and similar substances	I		
Providing notice of a potential claim is considered a claim	I		
Defense of alleged criminal acts until guilt is proven or admitted	NI (defense is limited to \$50,000/act and \$100,000 annual aggregate)		
Premise liability associated with law enforcement operations	NI (covered by GL policy)		
TRIA Terrorism	NI		

Law Enforcement Liability Premium & Policy Period			
Annual Premium for coverage outlined above but w/o TRIA Foreign Terrorism	\$63,201		
Minimum earned premium	None		
Additional TRIA premium (if optional)			
Policy Period	5/1/14-15		
Subject To			
Is Premium Subject to Audit?	No		
Premium rates and factors are fixed for what period of time?			
Law Enforcement Liability Deductible			
Deductible	\$10,000 per claim		
The County is responsible for payment of any deductibles that apply to employees	Included		
Law Enforcement Exclusions			
Use of autos or aircraft which arise from the ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading such autos or aircraft	E		
Use of owned watercraft < 27" or 100 HP	E		
Use of any owned watercraft	E		
Auto/aircraft/watercraft policies and procedures	E		
Dishonest, fraudulent, malicious or criminal acts	E (but defense is provided up to \$50,000 per act and \$100,000 annual aggregate).		
WC obligations, disability obligations	E		
Employment practices	E		
Pollution	E		

Use of mace, tear gas or similar substances	NE(specifically covered as an exception to the pollution exclusion)		
Punitive Damages	NE (but subject to sublimits)		
Property damage to personal property in the care, custody or control of the County (except when in someone's possession at the time of arrest)	NE		
Claims for injunctive, declaratory or equitable relief or non-monetary damages	E		
TRIA Foreign Terrorism	Not included		
Inverse condemnations, violation of property rights or a reduction or loss in the value of real or personal property other than property damage	E		
Premise defects	E		
Judicial acts or duties	E		
Prosecutorial acts or duties	E		
Contractual liability	E (other than mutual aid agreements)		
Entities other than Guadalupe County	E		
Claim for the return of money or other property seized, sold, held or auctioned by the County, including forfeited money	E		
Insured versus insured	NE		
Medical malpractice arising out of services provided by a physician or registered nurse	E		
Claims involving "first aid" medical care and other medical care when rendered by law enforcement personnel who are not physicians or registered nurses	E (the policy excludes "any medical malpractice claim")		

LE duties for anyone other than the County when the law enforcement activity is undertaken on behalf of the County and if such activity and its compensation have been authorized by Guadalupe County.(authorized “moonlighting”)	NE (specially covered by the Law Enforcement policy)		
Law Enforcement Optional Enhancements			
Defense costs do not reduce the liability limits			
Premise liability			
\$20,000 limit for the accidental death of a County law enforcement canine in the line of duty			
Modify the Aircraft exclusion so that the policy provides “non-owned aircraft” liability coverage and the aircraft exclusion does not apply to aerial search, aerial rescue, aerial observation flights when the County does not own, pilot, maintain, or use the aircraft (i.e., the aircraft is piloted, owned and used by another party, such as DPS, to assist the County)			
Provide a defense for claims alleging criminal and malicious acts and omissions until guilt has been proven (without being subject to a sublimit)			
Line-of-Duty Death Benefit (as the result of a felony) , \$50,000/death (limited to \$100,000/policy period)			
Expand the “Bodily injury” definition to include mental anguish associated with or arising from non-physical injury.			
Specifically provide coverage for claims which allege sexual abuse or molestation			
The insurer will consult with the insureds when the insurer settles a claim. If the insureds refuse to a settlement recommended by the insurer, the insurer’s liability shall not exceed the amount that the claim could have been settled for plus supplementary payments as of the date that the settlement was refused			
Increased deductibles?			

If excluded, add coverage to apply to claims alleging the accidental failure to collect fines and fees of office			
Increased deductibles?			
Other (Explain)			

Crime Insurance

Proposing Insurer:

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

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

Admitted/Non-Admitted in Texas:

Contact Person, Email address and Phone Number:

DESCRIPTION	Fidelity & Deposit Company of Maryland Expiring Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Public Employee Dishonesty limit, per loss	\$100,000		
Employee Dishonesty "Discovery" form (Form "O"-per loss)	I		
Faithful Performance of Duty coverage	NI		
Forgery or alteration (Form "B")	NI		
Theft, Disappearance & Destruction (Form "C"), Inside the premises and outside the premises	NI		
Robbery and Safe Burglary (Form "D", robbery of a custodian of funds inside the premises, burglary insured the premises, robbery outside the premises)	NI		
Computer fraud (Form "F")	NI		
Funds transfer fraud	NI		
Counterfeit currency (Form "R")	NI		
Employee Dishonesty coverage applies to persons required by law to be individually bonded	NI		
Employee Dishonesty coverage applies to Treasurers and Tax Collectors	NI		
Extended discovery period	60 days from the end of the policy period at no additional cost		
Prior acts coverage to apply when the prior policy's time reporting period has ended	I		
Coverage includes theft by Bailiffs, Patrol Deputies, Office Deputies, and Jailers	NI		

Inventory shortages	Not covered		
Premium and Policy Period			
Annual Premium for coverage outlined above	\$928/year		
Additional TRIA Foreign Terrorism (if optional)			
Policy Period	1/1/15-18		
Premium rates and factors are fixed for what period of time?			
Subject To			
Is Premium Subject to Audit?	No		
Deductible			
Deductible	\$2,500 per occurrence		
Options			
DESCRIPTION	ADJUSTMENT to premium quoted above (indicate "-" for return premium <u>or</u> "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed <u>or</u> "Included" if coverage is provided at no change in the premium provided above).
Increase the Public Employee Dishonesty limit to \$500,000 and exclude theft by Bailiffs, Patrol Deputies, Office Deputies, and Jailers			
Increase the Public Employee Dishonesty limit to \$500,000 to include theft by Bailiffs, Patrol Deputies, Office Deputies, and Jailers			
Add excess coverage for employee dishonesty theft by treasurers and tax collectors			
Add excess coverage for employee dishonesty theft by persons required by law to be individually bonded			

<p><u>CRITICAL:</u> Add \$2,000,000 computer fraud/funds transfer coverage to better protect the maximum transfers noted in the Crime insurance application. If Employee Dishonesty limits need to be increased in order to quote \$2M for funds transfer, then select the lowest Employee Dishonesty available (but no less than \$1M Employee Dishonesty)</p>			
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Workers' Compensation

Proposing Insurer:

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

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

Admitted/Non-Admitted in Texas:

Contact Person, Email address and Phone Number:

DESCRIPTION	TAC WC Self-Insurance Pool Expiring Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Coverage "A"	Statutory limits		
Coverage "B"	\$1M/\$2M		
Network name and website	Alliance, www.pswca.org		
Elected and appointed officials	Included		
Volunteers – Law Enforcement	Included		
Volunteers – other than Law Enforcement	Not Included		
Election personnel and jurors	Included		
<i>Name and location of the claim servicing firm</i>			
<i>Attach details about the claim servicing abilities of the proposed claim service firm, to include on-line reporting and access by the County</i>			
Premium and Policy Period			
Annual Premium for coverage outlined above (without any package discounts for placing other lines of coverage)	Not provided		
Package discounts to the WC premium for placing other lines of coverage (in dollars)	10%		
1/1/15 Experience Modifier used in calculating the premium above (<i>Note: the .84 modifier was calculated using the incumbent insurer's "in-house" experience modifier formula and was not calculated using an NCCI approved formula or factors. An NCCI modifier is not available.)</i>	.84		

Describe the basis of the experience modifier being used to develop the premium above and the basis of the modifiers to be used in quoting renewals (i.e., use of the NCCI formula and factors, "in-house" modifier).			
Premium based on \$ _____ in total WC payroll and _____ employees	\$23,749,274 WC payrolls, 578 employees		
Policy Period	1/1/15-16		
Premium rates and factors are fixed for what period of time?			
Subject To			
Is the proposed coverage and pricing "subject to" any conditions?			
Is Premium Subject to Audit?	No		
Deductible			
Deductible	None		
Options			
DESCRIPTION	ADJUSTMENT to premium quoted above (indicate "-" for return premium <u>or</u> "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed <u>or</u> "Included" if coverage is provided at no change in the premium provided above).
Quote the premium credit that would apply if a \$5,000 deductible (per occurrence) were to be purchased.			
Quote the premium credit that would apply if a \$10,000 deductible (per occurrence) were to be purchased.			
Quote the premium credit that would apply if a \$5,000 deductible (per occurrence) with a \$200,000 cap on deductibles per policy period were to be purchased.			
Quote the premium credit that would apply if a \$10,000 deductible (per occurrence) with a \$200,000 cap on deductibles per policy period were to be purchased.			

Property/Equipment Breakdown/Inland Marine

Proposing Insurer:

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

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

Admitted/Non-Admitted in Texas:

Contact Person, Email address and Phone Number:

DESCRIPTION	Texas Association of Counties Risk Management Pool 7/1/14-15 Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Building, Contents and Site Improvement Limit (Replacement Cost, not Historic Reproduction coverage)	\$64,780,463 blanket limit per occurrence		Base your quote on the 7/1/15-16 values provided in Exhibit B, not on the 7/1/14- 15 values to the left or the values found in the 2010 Appraisal.
Electronic Data Processing equipment (non-breakdown)	Included in the Property schedule		
Electronic Data Processing equipment breakdown (B&M)	Included within the \$25M B&M limit		
Communication Equipment (mounted on towers)	Included in the Property schedule		
Sirens	Included in the Property schedule		
Communication Towers	Included in the Property schedule		
County owned automobiles licensed for road use while parked at the Sheriff's office/Jail premises and at the primary Road & Bridge premises (ACV claim basis, limited to perils of wind, hail, tornado, and fire).	\$400,000 per occurrence		
Inland Marine scheduled voting machines	Included in the Contents value for the Elections Building		
Inland Marine scheduled contractor's equipment	\$3,874,443		

<p>“Covered” Real Property includes the following property unless excluded elsewhere in the insurance policy:</p> <ul style="list-style-type: none"> A. Buildings, remodeling, installations, and additions under construction at a new or existing location in which the County has an insurable interest B. Personal Property owned by the County, including tenant improvements and betterments C. Personal Property of employees while at a covered location or when being used in the scope of duties D. Personal property of others when in the County’s custody to the extent that the County is obligated to insure E. Personal property of others when in the County’s custody to the extent of the County’s liability for loss F. Equipment and towers owned, rented or leased by the County G. The interest of contractors and subcontractors in covered property during construction within 1,00 feet of a covered location (to the extent of the County’s liability) H. Miscellaneous unnamed locations (the County’s interest in covered property which is not specifically on file or scheduled or for which coverage is specifically excluded) I. Errors & Omissions (an error or omission in the description of where a covered property is located) 	Included		
<p>Excluded property includes Animals other than law enforcement animals, timber, crops, canals, money, notes, securities, dams, land, watercraft > 27’ in length</p>	Included		

Other than excluded property noted in the basic insurance policy form, does the policy include a separate listing of locations and/or property that is not being insured by the insurer?	No		
Claim Valuation (buildings and contents)	<p>The lesser of the following amounts:</p> <ol style="list-style-type: none"> 1. The cost to repair 2. The cost to rebuild or replace on the same site with new materials of like size, kind and quality 3. The cost of rebuilding, repairing, or replacing on the same or another site, but not to exceed the size and operating capacity that existed as of the date of the loss, 4. The actual cash value if not repaired, replaced or rebuilt on the same site or another site within two years from the date of the loss <p><i>(Note: historic reproduction coverage applies to the Courthouse)</i></p>		
Does Historic Reproduction coverage apply to the Courthouse?	Yes		
Claim Valuation (Inland Marine)	<p>The lesser of:</p> <ol style="list-style-type: none"> 1. The cost to repair 2. If less than or equal to 2 years of age, the cost to replace with new equipment of like kind and quality 3. If > two years of age, the cost to replace with like kind and quality, with proper depreciation for obsolescence and physical depreciation 4. If not repaired or replaced, the actual cash value 		

Agreed values	Not Included		
Ammonia contamination (B&M)	\$125,000 per occurrence		
Arson Reward	Not included		
Accounts Receivable	\$500,000 per occurrence		
"All Risk" Coverage (coverage applies to all exposures that are not otherwise excluded)	Included		
Asbestos	Excluded		
Autos (confiscated or owned autos)	Not Included except as noted above as pertains to the Sheriff's Office and to primary Road & Bridge premises		
Bridges	Not Included		
Builders Risk	\$2,500,000 per occurrence (higher limits can be purchased as needed)		
Business Income (B&M)	Included within the \$25M B&M limit		
CFC refrigerants (B&M)	\$100,000 per occurrence		
Commandeered property (when commandeered for an emergency situation)	Not included		
Computer media (B&M)	\$1M (per occurrence)		
Computer Media (non-B&M)	\$1M		
Computer Extra Expense (non-B&M)	Included in Extra Expense limit		
Consequential Loss (B&M)	\$50,000 per occurrence		
Contingent business income/extra expense (non-B&M)	\$250,000 per occurrence		
Contingent tax revenue interruption	\$100,000 per occurrence		

Crime Reward	Not included		
Decontamination costs (non-B&M)	\$500,000 per occurrence		
Debris Removal	Lesser of 25% of the loss or \$2.5M, per occurrence		
Deferred payments	\$100,000 per occurrence		
Detached signs	Included as personal property within the description of "covered property" unless specially listed as "property not covered"		
Data & Media (B&M)	\$1,000,000		
Earthquake	\$5,000,000/ aggregate		
EDP Data & Media	\$1M per occurrence		
Equipment Breakdown (B&M)	\$25M per occurrence		
Electronic data (damage from any cause, including damage by computer virus)	Excluded (except \$2.5M coverage will apply when damaged is the result of fire, explosion, aircraft, vehicle impact, smoke, B&M accident)		
Errors & Omissions (an error or omission in the description of where a covered property is located)	\$2.5M		
Evacuation Expense	\$1M per occurrence		
Expediting Expenses (non-B&M)	\$500,000 per occurrence		
Expediting Expenses (B&M)	\$250,000 per occurrence		

Extended period of indemnity	The lesser of the actual loss for 180 days or \$1M (per occurrence)		
Extra Expense, Business Income (non-B&M)	\$2M per occurrence		
Extra Expense (B&M)	\$500,000 per occurrence		
Fences			
Fine arts (enhanced coverage for fine arts)	Not scheduled, but can be covered up to \$1M when scheduled		
Fuel storage tanks and stored fuel within the tanks	Included as personal property within the description of "covered property" unless specially listed as "property not covered"		
Fire brigade charges and extinguishing charges	Included		
Fire Equipment Recharge	Included		
Flag poles	Included as personal property within the description of "covered property" unless specially listed as "property not covered"		
Flood – as respects locations in Special Hazard Zones (if any, Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, and V).	\$1M/occurrence/aggregate		
Flood – as respects locations NOT in Special Hazard Zones, including zone X	\$5M/occurrence/aggregate		
Garagekeepers legal liability	\$25,000 per occurrence		

"Green" coverage (environmental upgrades)	The lesser of 25% of the scheduled building or contents coverage or \$1M		
Hazardous substances (B&M)	\$125,000 per occurrence		
Inflation guard	Not included		
Inland Marine hired, leased and borrowed equipment	Not included unless scheduled		
Interruption by civil authority	30 days		
Inventory & appraisals	When reasonably needed, TAC will pay 100% of the cost for a third-party appraisal firm to conduct an appraisals of the insured buildings		
Joint Loss Agreement	Not applicable (B&M and Property coverage is combined in one policy)		
Jurisdictional inspections (B&M)	Included		
Law Enforcement Animals (including dogs and horses owned by the County, if any) (applies to mortality (including death resulting directly or indirectly from accident, illness or disease), theft and loss of use). Coverage continues to apply for 30 days beyond the policy period when a loss is reported within the policy period. Excludes animals older than age 8 years and retired animals.	\$30,000 per animal per occurrence		
Lock replacement following the theft of keys	Not included		
Money, securities and stamps (inside)	Not included		
Money, securities and stamps (outside)	Not included		
Named storm	\$50M per occurrence		
Newly acquired locations	\$2.5M per occurrence and aggregate, 90 days		

Newly acquired <u>rental</u> contractor's equipment	\$100,000 per occurrence up to 90 days, included within the \$2.5M aggregate limit for newly acquired locations		
Damage caused by mold, virus or bacteria	Not covered (except \$1M aggregate limit applies to mold resulting from flood, earthquake, wind driven water, lightning, explosion, hail)		
Ordinance or Law – Demolition, Increased Cost of Construction, Loss to undamaged portion of building	\$2M		
Landscape improvements, such as outdoor trees, lawns, shrubs, plants	\$100,000 per occurrence, subject to \$5,000 per tree or shrub		
Leasehold interests	\$500,000 per occurrence		
Outdoor property such as fences, antennas, detached signs, street signs, security cameras, security lights, lawn watering systems, gates, portable buildings and contents (not qualifying as "real property"), overhead distribution lines within 1,000 feet of a covered location, parking lot lights, signal receiving equipment, outdoor lighting, sidewalks, parking lot curbing, etc. (retaining walls and pavement not covered)	Included as personal property within the description of "covered property" unless specially listed as "property not covered"		
Pairs or sets	Included		
Personal property of employees while at a scheduled location or while in use within scope of duties for the County	Included as personal property within the description of "covered property" unless specially listed as "property not covered"		

Personal property of others in the County's legal custody to the extent of the County's legal liability for physical loss or damage.	Defense provided, the insurer can negotiate and settle any claim		
Personal property of "others" (not owned by the County or by employees)	\$2,500 per occurrence		
Pollutant Cleanup of land and water, including pollutant removal	\$100,000 per occurrence, \$1M/aggregate (\$250,000 for equipment breakdown)		
Professional fees	\$100,000 per occurrence		
Protection and preservation of property	Included		
Rental income loss	\$500,000 per occurrence		
Rental reimbursement (Inland Marine)	Included under Extra Expense		
Sewer backup or overflow	Included		
Service interruption (non-B&M)	\$500,000 per occurrence (time element and property damage combined)		
Service interruption (B&M)	\$1M per occurrence		
Spoilage (B&M)	\$250,000 per occurrence		
Temporary removal	Included, except \$1M when removed for service or repairs (per occurrence)		
Transit	\$500,000 (time element and property damage combined)		
TRIA Foreign Terrorism	Not Included		
Unnamed locations (the County's interest in covered property which is not specifically on file or scheduled or for which coverage is specifically excluded)	\$1M/location/ per occurrence		

Valuable Papers	\$1M (applies at all scheduled locations, also included in the Equipment Breakdown limit)		
Loss payees	None at present time		
Water Damage (B&M)	\$50,000 per occurrence		
Watercraft owned by the County (the County does own watercraft, refer to Exhibit J)	\$250,000/watercraft that is < than 27' in length; \$1.5M aggregate per occurrence) <i>(automatic coverage, no specific premium charge)</i>		
Vandalism, sprinkler linkage, glass breakage, water damage, theft when a building has been vacant for more than 90 consecutive days (except when security or maintenance is provided)	Excluded		
Premium & Policy Period			
Annual Premium for coverage outlined above	\$91,145 for Property/Equipment Breakdown and for Inland Marine		
Premium based on the following total values by category		Buildings, contents, EDP, towers, communication equipment, election machines, site improvements @ \$ _____; Contractor's/ Mobile Equipment @ \$ _____;	
Additional TRIA premium (if optional)	N/A		
Policy Period	7/1/14-15		

Premium rates and factors are fixed for what period of time?			
Deductibles			
Property Damage (except as noted below), Business Income and Extra Expense	\$5,000		
Equipment breakdown	\$5,000		
Law Enforcement Canine mortality and theft	\$1,000		
Garagekeepers	\$1,000		
Personal property of others (employees and others)	\$0		
Named Storm	2% of the location's replacement cost value, subject to a minimum of \$50,000		
Valuable Papers	\$5,000		
Flood (in Special Hazard zones)	\$500,000		
Flood (not in Special Hazard zones)	\$25,000		
Flood damage to Sirens located in Special Hazard Zones when coverage is not available from the NFIP (buildings and structures, contents)	\$500,000 for buildings and structures, \$500,000 for contents		
Flood damage to mobile equipment	\$1,000		
Earthquake	\$25,000		
Earthquake damage to mobile equipment	\$1,000		
Communication equipment	\$5,000		
Electronic Data Processing Equipment	\$5,000		
Transit	\$5,000		
Service Interruption/Civil Authority (B&M)	24 hours		
Contractor's Equipment/Mobile Equipment	\$1,000		
The County is responsible for payment of any deductibles that apply to employees	Included		

Subject To/Misc.			
Underwriter's Conditions			
What type of verification of property values will be required by the insurer? (i.e., appraisal provided by the insurer, appraisal provided by the insured, reasonable values by sq. footage, etc.)			
What type of assistance is the proposer/insurer willing to provide to assist the County evaluating its building values? Personal property values? Mobile equipment values?			
Options to be Proposed			
DESCRIPTION	Change in the premium quoted above	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed <u>or</u> "Included" if coverage is provided at no change in the premium provided above).
Quote the premium credit for increasing the building, contents and EDP deductible to \$10,000			
Quote the additional incremental premium required for increasing the \$500,000 Extra Expense/Loss of Revenues limit to \$1M			
Quote the additional premium to provide \$10,000 employee owned tools coverage			
Quote the additional incremental premium required for increasing the \$500,000 Extra Expense/Loss of Revenues limit to \$2M			
Quote the additional incremental premium required for increasing the \$1M Valuable Papers limit to \$2.5M			
\$200,000 pollutant cleanup for non-B&M (soil, water), \$1M aggregate			
Quote the additional premium required for the following limit: Accounts Receivables @ \$1,000,000			
Quote the additional premium required for the following limit: Earthquake @ \$15M			
Other (Explain)	\$	\$	

Agent/Representative Services

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

Suggested services to be proposed include the following:

1. Negotiating coverage and price with underwriters
2. Maintaining insurer relations
3. Promptly advise the County Auditor of any changes in AM Best ratings of the insurers who provide coverage to the County purchased through this RFP (and of a pool's reinsurers)
4. Evaluating new exposures and adding coverage, as needed
5. Handling mid-year coverage disruptions
6. Issuing certificates of insurance
7. Verifying rates and premiums
8. Providing the County Auditor with suggested budget figures for insurance premiums
9. Delivering binders prior to renewal dates each year
10. Checking policy wording and accuracy
11. Delivering policies within 15 calendar days following the inception of coverage and mid-term endorsements (hard copies and electronic copies) except when delayed by the County.
12. Answering coverage questions
13. Attending meetings with the County or others
14. Premium billing
15. Checking premium billings for accuracy
16. Claim submission
17. Provide the County with receipt confirmation of all claims submitted by the County
18. Assisting with claims
19. Furnish a monthly report of all claims indicating property or persons involved, date of loss or accident, amount paid and amount reserved. This report must be furnished within 30 days of the end of each report month to County Auditor. The claims report should continue to be provided until all claims are closed, even after the expiration of the policy period.
20. Review open claims via telephone or in person with the County Auditor (or Human Resources Office as respects WC) on a monthly basis.
21. Checking premium exposure audits for correctness
22. Answering questions regarding insurance and indemnity clauses in contracts
23. Loss control advice
24. Make certain that the County is aware of all loss control/engineering services that can be provided by the insurers who write the County's policies purchased through this RFP
25. Developing special policy wording when needed
26. Auditing claims handling
27. Assistance with property valuations
28. Special studies when requested
29. Market the County's insurance program only when authorized by the County.
30. Other services?

Insurer Services

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