

Solicitation 06310-12

INSURANCE, EXCESS GENERAL LIABILITY & EXCESS WORKERS COMPENSATION



Collin County

Bid 06310-12 INSURANCE, EXCESS GENERAL LIABILITY & EXCESS WORKERS COMPENSATION

Bid Number 06310-12
Bid Title INSURANCE, EXCESS GENERAL LIABILITY & EXCESS WORKERS COMPENSATION

Bid Start Date In Held
Bid End Date Sep 6, 2012 2:00:00 PM CDT
Question & Answer
End Date Aug 31, 2012 5:00:00 PM CDT

Bid Contact Sara Hoglund CPPB
Contract Administrator
Purchasing Department
972-548-4104
shoglund@co.collin.tx.us

Contract Duration 1 year
Contract Renewal 2 annual renewals
Prices Good for 90 days

Standard Disclaimer ***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).***
Mailing Address:
Collin County Purchasing
2300 Bloomdale Rd., Ste 3160
McKinney, TX 75071
Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.
All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Item Response Form

Item 06310-12--01-01 - Complete Attachment C
Quantity 1 each
Prices are not requested for this item.
Delivery Location Collin County
 Collin County - See P.O.
 2300 Bloomdale Rd., Ste. 3160
 ** See P.O. for Job Site **
 McKinney TX 75071
Qty 1

Description
Complete Attachment C



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to 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. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

3.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

3.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

3.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

3.1.2.5.2 no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

3.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

3.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

3.1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

3.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

3.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

3.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

3.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

3.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

3.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 3.1.2.1 through 3.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

3.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

3.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

3.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

PART ONE (1)

**RESPONSE TO
EXCESS MARKET
REQUEST
INFORMATION
AND
QUESTIONNAIRE**

4.0 PART ONE (1) - EVALUATION CRITERIA AND FACTORS

4.1 Part I – Response to Market Request Information and Questionnaire

Agencies wishing to be considered must complete the Collin County Market Request Form (Attachment A) and the Excess Liability and Workers' Compensation Insurance Questionnaire (Attachment B) in its entirety. Based on the information requested on Attachment A from the agent, requested markets will be assigned exclusively to one Agent. Failure to complete the Questionnaire and Market Request Form may result in disqualification.

When assigning insurance companies to Agencies, the county will use the following criteria:

- The current agent will be assigned incumbent markets, assuming the agent's past service has been satisfactory to the County.
- Assignments will attempt to avoid dividing companies or groups among different agencies.
- Location, services, pricing, experience, backup support and insurance company relationships will be important considerations when assigning insurance companies and agencies.
- Markets will be assigned according to your proposed preference, volume and percent of business with that insurance carrier.

5.0 PART ONE (1) - SPECIAL CONDITIONS AND SCOPE OF SERVICES

Collin County is conducting a vendor search to select an insurance carrier(s) to provide Excess Liability and Workers' Compensation insurance for the County.

Collin County, Texas is currently seeking proposals from qualified and interested Brokers to provide insurance for excess general liability and workers' compensation coverages. The County will utilize a two-step process for completing and making this award. First, markets will be assigned; second, vendors will be requested to return proposals based upon market assignment.

Part 1: Assignment of Markets

In order to be considered for this RFP, offerors must return the Excess General Liability and Workers' Compensation Insurance Market Request form (Attachment A) and the Excess Collin County Liability and Workers'

Compensation Insurance Questionnaire (Attachment B) in a sealed envelope marked with the RFP Number, RFP Name and Company Name no later than 5:00 p.m. Tuesday, August 14, 2012 to:

Collin County Purchasing
Attn: Sara Hoglund, CPPB
2300 Bloomdale Rd. #3160
McKinney, TX 75071
(972) 548-4165

After receipt of these forms, Collin County will assign markets. No markets may be reserved without the express written permission of Collin County.

6.0 PART ONE (1) - PROPOSAL FORMAT

- 6.1 Submit the following documents:
 - 6.1.1 Attachment A – Excess Liability and Workers’ Compensation Insurance Market Request form
 - 6.1.2 Attachment B – Excess Collin County Liability and Workers’ Compensation Insurance Questionnaire

PART TWO (2)

PROPOSAL RESPONSE

4.0 PART TWO (2) - EVALUATION CRITERIA AND FACTORS

- 4.1 Once markets have been assigned, vendors will be notified of their market assignments and then must submit their Proposal Response (Part 2) by the RFP Due Date – 2:00 p.m. Thursday, September 6, 2012. Proposals will be evaluated based upon requirements listed below.
- 4.2 The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors. The evaluation criteria will be grouped into percentage factors as follows:

4.2.1 Part 2 – Proposal Response

CRITERIA	VALUE
Profile of local/national agency operations to include firms qualifications, experience, financial stability and references	25
Agency resources available to include support services, access of staff, service plan	20
Pricing of programs	35
Availability of other programs to include loss control and bonds	20
Total Value	100

5.0 PART TWO (2) - SPECIAL CONDITIONS AND SCOPE OF SERVICE

Part 2: Proposal Response

5.1 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) is to provide offerors with sufficient information to prepare an RFP response for Insurance: to include Excess General Liability and Workers' Compensation.

5.2 Term: Provide for a contract commencing on October 1, 2012 through September 30, 2013 with the option to extend for two (2) additional one (1) year periods.

5.3 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

5.4 Price Reduction: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services

awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.

5.5 Method of Award:

5.5.1 The award of the contract shall be made to the responsible offeror(s) whose proposal is determined to be the best evaluated offer resulting from negotiation taking into consideration the relative importance of price and other evaluation factors in paragraph 4.0 above. Collin County reserves the right to award on an “all or none” or by “service or coverage” basis.

5.5.2 In consideration of the proposals, Collin County reserves the right to select one or more acceptable offers which propose contractual terms and conditions most favorable to Collin County.

5.5.3 Collin County reserves the right to award all or a portion of the RFP.

5.5.4 No vendor has exclusive rights on this account. Competitive proposals will be accepted from all responsible offerors.

5.6 Negotiations:

5.6.1 Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. All offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

5.6.2 Offerors may be required to submit additional data during the process of any negotiations.

5.6.3 Collin County reserves the right to negotiate the price and any other term with the offerors.

5.6.4 Any oral negotiations must be confirmed in writing prior to award.

5.7 Introduction: Below is background Information on Collin County and the County’s current insurance coverage.

5.7.1 Collin County is a political subdivision of the State of Texas, with the County seat in McKinney, Texas. The County is home to an estimated 782,341 residents, and occupies over 885 square miles. The County currently has approximately 1675 full-time positions and 20 part-time

positions. The County operates 89 departments from different locations in areas such as Public Works, Facilities, District Attorney's Office, District Clerk, Finance, Human Resources, Youth Camp, Sheriff's department, Detention, Juvenile Detention, County Clerk, and operates its own low risk Medical Clinic from which the County's Health Official is based. The County does not own its own fire department, instead, has a full time Fire Marshall and utilizes the fire departments of the various cities and towns in its area.

While the County does not own, or operate a golf course, an airport, a landfill, or a water treatment facility, it does own, and operate the County's Sheriff's department and the area's primary detention center. The Sheriff's department has 124 peace officers, 268 detention officers, and 73 civilians and houses an average daily population of 1035 low and moderate risk detainees. Capital offense detainees are housed there during trial, but are typically transferred to state facilities upon sentencing.

5.7.2 Collin County's current program consists of a layered approach, combining self-insured retention at various levels, dependent upon the coverage provided. The underwriting information is included in Exhibit One, and the Loss Information is included in Exhibit Two, attached.

5.7.3 The current insurance agency, is McGriff, Seibels, and Williams of Texas Inc (see Exhibit A – Summary of Existing Insurance) and coverage is provided through Meadowbrook.

GENERAL REQUIREMENTS:

5.8 It is the intention of Collin County that all offerors to this RFP place, in a single section titled "Statement of Compliance", any and all exceptions or deviations from the RFP requirements. Any requirements listed in the RFP that cannot be met or complied with in their entirety, or that require separate actions, additional fees or charges, or additional consideration must be detailed in this section. Requirements not specifically identified in this section will be interpreted as the offeror's compliance to the RFP requirements, even if noncompliance is noted elsewhere in the RFP.

5.9 The offeror agent or representative TPA must notify the insurance carrier in the event that a claim incurs expenses equal to 50% of the County's self-insured retention. The offeror agent, or the representative TPA, will submit electronic reports, detailing the claims specifics as to paid and incurred costs, and status of the claim. These reports will be provided on a monthly schedule and as needed by the County. The offeror shall provide samples of any and all reports that will be provided to the insurance carrier as well as the timing of such reports.

5.10 The offeror agent or representative TPA must notify the insurance carrier in the event that a claim incurs expenses equal to 50% of the County's self-insured retention. The offeror, or the representative TPA, will submit to regular audits of the pertinent claim files and to interviews with the involved adjuster(s) and their supervisors. These audits will endeavor to identify that timeliness and accuracy of processing is in full accordance with accepted industry standards.

5.11 The contract is to provide that changes in premium can only be instituted on a policy anniversary date and that the selected offeror must provide for notice of changes in premium at least 120 days before renewal.

5.12 It is the desire of the County that a single contact, or team be designated as the contact between the offeror and the County. The contact information must document office phone numbers as well as e-mails and if possible an 800#. The County requires all phone calls and e-mails returned within one business day.

5.13 All claim information is the property of Collin County. Provider is to return all such information to the county within fifteen days of contract exhaustion, upon demand and/or termination. In the event that provider fails to return Collin county claim information to the county within fifteen days of contract exhaustion, upon demand and/or termination, Collin County reserves the right to collect from provider an administrative fee of \$1,000.00 to remedy county personnel costs required to research and recapture such claim information.

5.14 The offeror shall provide a copy of the offerors errors and omissions coverage in an amount not less than \$5,000,000 per claim/Annual Aggregate. The insurance carrier shall include an "Unintentional Errors and Omissions" clause as to knowledge of occurrence. It is understood and agreed that knowledge of an occurrence by the agent, servant, or employee of Collin County shall not in itself constitute knowledge of the insured unless the County's Risk Manager shall have received such notice.

5.15 The insurance carrier shall detail their claim process including notification requirements, required documentation, penalties for incorrect filing, how claims are calculated, processing timelines as well as available statistics regarding their claim processing and payment history.

5.16 The insurance carrier and offeror shall describe the process(es) and fees incurred if the relationship with the County terminates.

5.17 The insurance carrier shall notate if they will include a Knowledge of Hazards or Exposure Base clause (e.g. it is understood and agreed, that failure by the insured to disclose all information regarding existing hazards as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by the policy, provided such failure or omission is not

intentional).

5.18 The insurance carrier shall notate if they will include a clause about Notice of Occurrence (e.g. the insured's right under this policy will not be affected if it fails to give notice of an accident or occurrence, solely because it reasonably believed the accident or occurrence was not covered under the policy).

5.19 The insurance carrier shall describe its ability to provide information to Collin County via electronic means. Collin County is especially interested in resources available to upload/download or otherwise transmit claim activity and history to the county PeopleSoft/Risk Management system.

5.20 The offeror shall provide an implementation schedule detailing required actions and the effective date of the plan.

5.21 The offeror shall provide a 120 day renewal plan. All renewals must be submitted and approved by Court on September 1st of each year. Please outline your renewal plan.

5.22 All invoices shall be sent to:

Collin County Auditor	with copy to:	Collin County Risk Manager
2300 Bloomdale		2300 Bloomdale
Suite 3160		Suite 4117
McKinney, TX 75071		McKinney, TX 75071

5.23 PRICING AND FEES:

5.24.1 INCURRED EXPENSES: There is no expressed or implied obligation for Collin County to reimburse offerors for any expense incurred in preparing proposals in response to this request, and Collin County will not reimburse anyone for these expenses. Collin County will consider proposals from all responsible offerors.

5.24.2 ADDITIONAL CHARGES AND FEES: There is no expressed or implied obligation for the County to reimburse offerors for any additional charges or fees incurred beyond those that would be a normal result of the insurance contract, as a result of this proposal or their service to the County. All additional charges or fees and an explanation of these charges or fees must be documented in a separate section labeled "Additional Charges and Fees".

5.24.3 Any and all fees and commissions are disclosed, to include any and all set-up costs.

5.24.4 The County does not want any bundled charges to be listed. Please breakdown all charges by line item including commissions or fees.

5.24.5 Any and all costs that are audit or auditing related must be disclosed in the "Additional Charges and Fees section.

5.25 ADDITIONAL SERVICES:

5.25.1 SAFETY AND LOSS PREVENTION: The County would like each of the offerors submitting proposals to include a description of safety and loss prevention services, if appropriate for the line of coverage. A general outline of proposed services and inspections should be submitted including the cost of such services, if not included in the premium.

5.25.2 CLAIM SERVICE: The County's current Third Party Administrator is TriStar Risk Management; please indicate if TriStar is an accepted Third Party Administrator for the insurance carrier, if not, please document which Third Party Administrator the insurance carrier uses and pricing of the Third Party Administrator you are recommending. In addition, the County requires prompt and accurate loss runs at least monthly showing all paid and outstanding (reserved) claims. It is not the County's intent to dispute the reserving practices of its insurers, but it does hope to offer the insurers the benefit of personal and timely knowledge which might affect a more prompt and equitable settlement of claims. Also, any claims that are reserved too low or high will be reviewed by the County Risk Manager and appropriate action will be taken to adjust reserves accordingly. Each of the companies involved in this offer is invited to submit a proposal or plan which states the specific ways in which it intends to augment claims, loss prevention and other services available.

5.26 COPIES OF POLICIES: A complete specimen policy (including all forms, endorsements, and policy jackets) should be furnished with each quotation. Once coverage is purchased, a complete copy of all policies should be given to Collin County no later than December 1, 2012. If there is a difference in the policy compared to the RFP responses, the RFP responses will prevail.

6.0 PART TWO (2) - PROPOSAL FORMAT

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, Collin County requires that proposals be submitted with a **master (marked original) and five (5) copies or proposals may be submitted online via Bid Sync.** The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers. If submitted manually, it

shall be printed on letter-size (8-1/2"x 11") paper and if submitting manually, assembled with spiral-type bindings or staples. Do not use metal-ring hard cover binders.

The proposal documents are to include the following:

- 6.1.1 Title Page: Title page shall show the RFP subject; the offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.
- 6.1.2 Transmittal Letter: Offer shall include a signed letter briefly addressing the offeror's understanding of the insurance program being requested, the commitment to provide the coverage and services required and a statement explaining why the offeror believes itself to be best qualified to provide the coverage and service detailed within this RFP. Please show clearly options for which you are submitting a proposal.
- 6.1.3 Detailed Proposal: Complete the attached document (Attachment C). The detailed proposal shall address the ability to provide services for each requirement as set forth in this RFP. Offeror shall provide a proposal based on the current plan design. Options or alternatives should be given as percentage(s) or dollar adjustment(s).
- 6.1.4 Executive Summary: Please include with your proposal a two page management summary that outlines the competitive advantages of your proposal. Summarize the key points of the proposal for non-technical, executive review.
- 6.1.5 Offeror References: The Offeror shall furnish the following reference information:
 - 6.1.5.1 Name, address, contact name and telephone number of the last three (3) clients that terminated service.
 - 6.1.5.2 Name, address, contact name and telephone number for most recent two (2) new clients.
 - 6.1.5.3 Name, address, contact name and telephone number for five (5) existing clients with three (3) or more year history with the Offeror.
 - 6.1.5.4 Name, address, contact name and telephone number for three (3) Governmental clients, either City or County.
 - 6.1.5.5 Please provide information on all current litigation and any litigation within the past 3 years.

Collin County may contact or visit any listed representative to evaluate the services proposed.

6.1.6 Additional Information: Any additional information that may be pertinent to this RFP. Collin County intends to consider all aspects of the proposed services in determining the best overall package for Collin County employees.

6.1.7 You must submit your responses in the order that is provided in the RFP.

6.2 SUPPORTING DOCUMENTATION:

Offeror shall submit the following documents with the proposal:

6.2.1 Copies of your and the insurance carriers last audited financial including balance sheets and income statements.

6.2.2 Plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next twelve (12) months.

6.2.3 Insurance carriers S/P and AM Best Ratings

6.2.4 Location of claims processing site

6.2.5 All other information required by this RFP

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

SIGNATURE FORM COLLIN COUNTY, TEXAS

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

- Sole Proprietorship Yes No
- General Partnership Yes No
- Limited Partnership Yes No
- Corporation Yes No
- Other Yes No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/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 BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

ATTACHMENT A

**EXCESS LIABILITY and WORKERS' COMPENSATION MARKET REQUEST FORM RFP # 06310-12 FOR
COLLIN COUNTY, TEXAS**

Complete and return this form with the Excess General Liability and Workers' Compensation Insurance Questionnaire immediately but no later than 5:00 p.m. Tuesday, August 14, 2012 to Collin County Purchasing Collin County Government Center, 2300 Bloomdale Rd
Suite # McKinney, TX 75071
Phone: 972-548-4165 (McKinney)

Do not contact or block a market until a written assignment has been issued by Collin County.

Name of Vendor, Agent, or Insurer	
Street Address	
City, State, Zip Code	
Contact Person	
Telephone	
Fax Number	
E-mail	

Write or type in the name of the insurance company/market you are requesting for excess liability and workers compensation coverage in the order of preference. Additionally, you must show the average annual premium dollars for the past year and the length of the relationship your firm has with each carrier for each line of coverage.

Preference	1			2			3		
	Name	Premium	Time	Name	Premium	Time	Name	Premium	Time
Name of Insurer									
Name of Wholesale Market (if Any)									
Excess Commercial Liability									
Excess Workers' Compensation									

ATTACHMENT A

ATTACHMENT B

**Collin County Excess Liability and Excess Workers' Compensation Insurance
Questionnaire RFP # 06310-12**

Complete and return this form with the Market Request form immediately but no later than 5:00 p.m. Tuesday, August 14, 2012, to Collin County Purchasing
2300 Bloomdale Rd Suite # McKinney, TX 75071
Phone: 972-548-4165

Agency	Office Head
Address	City, State, Zip
Date Founded	Number of Local Employees
Percentage of your Business in Public Entity	Financial Information of Agency for 2011

Phone	Fax	800#
E-mail Address	Web Site	
In house Services Provided	Claims Representative	
Service Representative	Loss Control Representative	

	Account Executive	Back Up Executive
Name		
Direct Phone		
E-mail Address		
Cell Phone		
Years with Firm		
Years of Insurance Experience		
Designations/Certifications		
Years of Insurance Experience with Governmental Entities		

ATTACHMENT B

Agency Information	2009	2010	2011
Business retention percentage overall by year for the last 3 years			
Number of Public Entity clients by year for the last 3 years			

Please describe your service plan to clients.

Please list additional services your firm can provide.

ATTACHMENT C – COVERAGE SPECIFICATIONS & RESPONSE

**EXCESS LIABILITY
COVERAGE SPECIFICATIONS & RESPONSE**

LIMITS OF INSURANCE		
Specifications	Included Yes/No	Comments
<ul style="list-style-type: none"> \$2,000,000 – per occurrence, in excess of any primary liability coverage \$4,000,000 Policy Aggregate 		
Is this a standalone policy?		
Is this part of a package program? If it not part of a package program, please indicate it in the comments section and list the premium for each line of coverage.		
Please check the underlying coverage's listed below that the liability coverage will be included in the excess liability coverage.		
Underlying coverage	Included (I) Not Included (NI)	Comments
General Liability		
Worker's Compensation		
Law Enforcement Liability		
Public Official Liability		
Employment Practices Liability		
Automobile Liability		
Pollution Liability Insurance		
Medical Malpractice Insurance		
Does the insurance company require in-house processing of claims		
May a T.P.A process claims		Names of approved T.P.A's
EXCESS LIABILITY PREMIUM SUMMARY		
Specifications	Amount	Comments
Total annual premium for Excess Liability Package		
TRIA coverage premium		
Total annual premium for Excess Workers' Compensation		
TRIA coverage premium		
State name of insurance company for Excess Liability:		
Current A.M. Best rating:		
State name of insurance company for Excess Workers' Compensation:		
Current A.M. Best rating:		
Name and Title of person completing this form:		
Name of Agency:		

ANNUAL AGGREGATE LOSS FUND & RESPONSE

If you indicated in your proposal/coverage's that a line of coverage applied to an Annual Aggregate, please complete the area listed below:

Line of Coverage	Yes/No
Worker's Compensation	
General Liability	
Law Enforcement Liability	
Public Official Liability	
Employment Practices Liability	
Automobile Liability	
Auto Physical Damage	
Property Insurance / Inland Marine Coverage	
Crime Insurance	
Pollution Liability Insurance	
Medical Malpractice Insurance	
Boiler and Machinery Insurance	

Annual aggregate premium	\$
Annual TRIA premium	\$
Annual aggregate attachment point	\$
Maximum amount of coverage available above attachment point	\$
State name of insurance company:	
2012 A.M. Best rating:	
Name and Title of person completing this form:	
Name of Agency:	

Insurance Summary

As Of 6-29-12 (FY 2012)

Coverage Description	Coverage and Agent	Carrier/Policy Number	Policy Period	Premium	Limits	Deductibles/SIR	Comments	Expiring Premium
General Liability	Wells Fargo General Liability (Package Policy)	One Beacon #791-00-02-39-0002	10-1-11 to 10-1-12	\$67,645 (incl TRIA \$2,504)	\$1,000,000	\$50,000 deductible	Defense costs do not affect the policy limits, defense costs would be in addition to the policy limits.	\$67,645 (incl TRIA \$2,504)
Employee theft, forgery, alteration, money orders, counterfeit currency, computer fraud, money and securities	Wells Fargo Crime (Package Policy)	One Beacon #791-00-02-39-0002	10-1-11 to 10-1-12	\$6,604	\$1,000,000	\$5,000 deductible	Faithful performance of duty included.	\$6,604
Public Officials Errors and Omissions	Wells Fargo Public Officials Errors and Omissions (Package Policy)	One Beacon #791-00-02-39-0002	10-1-11 to 10-1-12	\$20,649	\$1,000,000	\$50,000 SIR	Retro date 12-1-88	\$20,649
Public Officials Employment Practices	Wells Fargo Public Officials Employment Practices (Package Policy)	One Beacon #791-00-02-39-0002	10-1-11 to 10-1-12	\$40,212	\$1,000,000	\$50,000 SIR	Retro date 12-1-88	\$40,212

Insurance Summary

As Of 6-29-12 (FY 2012)

Coverage Description	Coverage and Agent	Carrier/Policy Number	Policy Period	Premium	Limits	Deductibles/SIR	Comments	Expiring Premium
Law Enforcement Liability	Wells Fargo Law Enforcement Liability (Package Policy)	One Beacon #791-00-02-39-0002	10-1-11 to 10-1-12	\$115,009	\$1,000,000	\$50,000 SIR		\$115,009
Automobile Liability Hired/Non-owned liability	Wells Fargo Commercial Auto	One Beacon #791-00-02-39-0002	10-1-11 to 10-1-12	\$56,245	\$1,000,000	\$50,000 each accident SIR. \$25,000 mobile command center SIR. \$10,000 ded comprehensive and collision.		\$56,245
General Liability coverage for Myers Park and Farm Museum	Wells Fargo General Liability	One Beacon #791-00-02-39-0002	10-1-11 to 10-1-12	\$9,129	\$1,000,000	\$1,000 deductible	Myers Park and Farm Museum only.	\$9,129
Professional Liability Coverage	Wells Fargo Healthcare Facilities Professional Liability	C N A #HMA4016022 4921	10-1-11 to 10-1-12	\$30,245	\$2,000,000/ \$4,000,000	\$5,000 deductible	Clinic including Dr Wittie and PA Hale.	\$30,245
Excess workers' compensation and general liability	McGriff Excess General Liability & Workers' Compensation	Star #CP026733	10-1-11 to 10-1-12	\$162,081	\$2,000,000/ \$4,000,000 GL and Statutory limits for Comp	\$1,000,000 deductible GL \$275,000 WC SIR		\$162,081

Meadowbrook Insurance Group

One Line Claim (Detail) STARS

Claim Number	Claimant/Company	Location	Date of Loss	Claim Type/Cov	AIA 3	Status	Net Incurred		
							Incurred	Paid	Outstanding
Policy Eff. Dt: 2005									
Insured Name: COLLIN COUNTY, TX									
GLAY08007373	Pamela Selman	9998	10/11/2005	GL		Open	360,000.00	257,472.26	102,527.74
Total By Insured Name:			1 Claim(s)				360,000.00	257,472.26	102,527.74
Total By Policy Eff. Dt:			1 Claim(s)				360,000.00	257,472.26	102,527.74
Policy Eff. Dt: 2006									
Insured Name: COLLIN COUNTY, TX									
WCAY10003693	Richard White	9998	9/20/2007	WC	81	Reopened	1.00	0.00	1.00
WCAY10004280	Maria Julian	9998	11/24/2006	WC	25	6/3/2011	0.00	0.00	0.00
Total By Insured Name:			2 Claim(s)				1.00	0.00	1.00
Total By Policy Eff. Dt:			2 Claim(s)				1.00	0.00	1.00
Policy Eff. Dt: 2007									
Insured Name: COLLIN COUNTY									
GLAY08005754	Employee RTB Construction	9998	9/12/2008	GL	AX	7/6/2009	0.00	0.00	0.00
GLAY09019665	Justin Russell	9998	4/22/2008	GL		2/1/2010	0.00	0.00	0.00
Total By Insured Name:			2 Claim(s)				0.00	0.00	0.00
Total By Policy Eff. Dt:			2 Claim(s)				0.00	0.00	0.00
Policy Eff. Dt: 2009									
Insured Name: COLLIN COUNTY									
GLAY11003888	Tyler Drosche	9998	9/15/2010	GL		Open	1.00	0.00	1.00
Total By Insured Name:			1 Claim(s)				1.00	0.00	1.00
Total By Policy Eff. Dt:			1 Claim(s)				1.00	0.00	1.00
Policy Eff. Dt: 2010									
Insured Name: COLLIN COUNTY									
WCAY11006162	Ronald Tulare	9998	3/8/2011	WC	50	3/26/2012	0.00	0.00	0.00
WCAY11008460	Jerad Baker	9998	2/17/2011	WC	31	Open	1.00	0.00	1.00
Total By Insured Name:			2 Claim(s)				1.00	0.00	1.00
Total By Policy Eff. Dt:			2 Claim(s)				1.00	0.00	1.00
Grand Totals:			8 Claim(s)				360,003.00	257,472.26	102,530.74

...

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company	<input type="text"/>
Title of Officer	<input type="text"/>
Name of Officer	<input type="text"/>
Date:	<input type="text"/>

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>
3	<p>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

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

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

Empty rectangular box for describing affiliations or business relationships.

6

Empty rectangular box for signature.

Signature of person doing business with the governmental entity

Empty rectangular box for date.

Date

Adopted 11/02/2005

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	€	Yes	€	No
Plan Room?	€	Yes	€	No
Collin County Web-Site?	€	Yes	€	No
Facsimile or email from BidSync?	€	Yes	€	No
Other <input type="text"/>				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	€	Yes	€	No
Downloaded from Company Computer?	€	Yes	€	No
Requested a Copy from Collin County?	€	Yes	€	No
Other <input type="text"/>				

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #06310-12 - INSURANCE, EXCESS GENERAL LIABILITY & EXCESS WORKERS COMPENSATION

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.