



REQUEST FOR PROPOSAL
RFP NO. 20-19 PROPERTY & CASUALTY INSURANCE

RETURN PROPOSAL
IN DUPLICATE
TO:
College of the Mainland
Attn: Purchasing Department
1200 Amburn Road
Texas City, TX 77591

RETURN NO LATER THAN 2:00 P.M.
JANUARY 23, 2020

For additional information, contact Sonja Blinka at sblinka@com.edu 409-933-1211 ext. 474.

You must sign below in INK; failure to sign WILL disqualify the offer.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No. _____

Email: _____

Print Name: _____

Signature: _____

[Your signature attests to your offer to provide the goods and/or services in this Proposal according to the published provisions of this Proposal. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Sonja Blinka
COM, Director of Purchasing

November 15, 2020
Date: _____

November 20, 2019

2020
PROPERTY INSURANCE SPECIFICATIONS

for

COLLEGE OF THE MAINLAND
RFP NO. 20-19
RENEWAL DATE: FEBRUARY 28, 2020

Prepared By:

RWL GROUP
300 North Coit Road, Suite 810
Richardson, Texas 75080-5456

Phone: 972-907-9095
Fax: 972-907-9198
Email: rwlgroup@rwlgroup.com
Internet: www.rwlgroup.com

TABLE OF CONTENTS

SECTION I — College of Mainland Terms and Conditions

SECTION II – College of Mainland Forms

SECTION III — General Requirements and Instructions

SECTION IV — Minimum Underwriting Requirements & Proposal Forms

SECTION V — Underwriting Information

SECTION I GENERAL TERMS & CONDITIONS

The words "bids," "requests for proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term "Contractor" means each awarded vendor chosen by COM.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

*Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE SUBMITTED PROPOSAL.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by COM and eliminated from further consideration by COM.*

Any contract negotiated and awarded with COM will replace any reference to "College of the Mainland" or "COM" with "College of the Mainland" or "COM".

This Contract is entered into between College of the Mainland ("COM" or "College") and Contractor, having submitted a proposal in response to a procurement solicitation issued by COM and whose proposal has been accepted and awarded by COM. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COM and Contractor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

- (1) OFFEROR CONDUCT:** Beginning with your receipt of this Notice and during the proposal process, Offerors are not permitted to contact any Board of Trustees member, officer or employee, other than the College Director of Purchasing and the designated buyer (s) or representatives stated within these terms and conditions. No gratuities of any kind will be accepted, including meals, gifts or trips. The College by written notice to the Vendor, may cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the College with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending the making or any determinations with respect to the performing of such a contract. In the event the College cancels this contract pursuant to this provision, the College shall be entitled to all applicable rights and remedies as stipulated by Governing Law.
- (2) DELIVERY OF THE BID:** Fax transmittal will not be accepted under any circumstances. Bid proposals must be mailed, hand delivered, or delivered by courier before the stated time. All bids received after the stated-time will not be opened, read, or recorded, and will be returned unopened.

- (3) **SUBMISSION OF BID:** Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by COM during the assigning of points.
- (4) **TEXAS PUBLIC INFORMATION ACT:** Respondent must clearly mark "Confidential" on any portion of your response which you consider to contain confidential or proprietary information. All information, documentation, and other materials submitted by Respondents in response to this solicitation may, after a contract is awarded, be subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552). Respondents are hereby notified that COM strictly adheres to all Statutes, court decisions, and the opinions of the Texas Attorney General regarding the disclosure of RFQ information.
- (5) **CONTRACT PERIOD:** Contract will be valid for a period of one (1) year with annual options to renew for four additional years, should both parties agree. Pricing will remain **FIRM** for the duration of the contract. Any rate increase during this period requires a 90-day advanced written notice supported with acceptable documentation to support such increase to be considered. Non-performance or failure to maintain a satisfactory service level may result in non-renewal.

Initial Term	February 2020 – January 2021
Option Year 1	February 2021 – January 2022
Option Year 2	February 2022 – January 2023
Option Year 3	February 2023 – January 2024
Option Year 4	February 2024 – January 2025

- (6) **INTERPRETATIONS OF THE SPECIFICATIONS:** Only the interpretation or correction so given by the Director of Purchasing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or explain or interpret, the bidding document.
- (7) **CERTIFICATIONS:** Vendor acknowledges the following certifications by submission of this proposal: Anti-Terrorism, Boycott of Israel, Texas Ethic Commission Conflict of Interest, Non-collusion Certification, Resident/Non-resident Certification, Felony Conviction Notification, and Tax Payer Identification. The participant also acknowledges, by submission of this proposal, that neither it nor its principals is presently Debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- (8) **COMMITMENT:** Respondent understands and agrees that this Contract is issued predicated on anticipated requirements for the firm to act on behalf of COM and that COM has made no representation guarantee or commitment with respect to any specific quantity of such services to be furnished under this Contract. Further Contractor recognizes and understands that any cost borne by the Contractor which arises from Contractor's performance hereunder shall be at the sole risk and responsibility of Contractor.
- (9) **AMENDMENTS:** If and when any part of this package must be revised, amended, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the purchasing department will issue an amendment addressing the nature of the change. These amendments will be numbered in sequence.

It is the sole responsibility of the proposer to verify issuance/non-issuance of amendments to ensure receipt of any amendments issued.

In the event a proposer has a question with regard to this solicitation or process after initial release but before the receipt deadline, the proposer **MUST** submit the question in writing to the Purchasing Department.

Any explanation desired by a firm regarding the meaning or interpretation of the RFP documents must be requested in writing a minimum of seven (7) calendar days before the date set to receive the responses and **MUST** include the company name, name of representative, and email address to which responses should be sent. Any response will be in the form of an amendment of the solicitation or an information letter. The question and College's response will be shared with all known proposers participating in this request. Verbal requests for information will not be honored.

(10) INTER-LOCAL AGREEMENTS & OPEN MARKET PURCHASES – In the best interest of the College, if the proposal goods and/or services are available at a lower price or better delivery time, it is to be understood that the College reserves the right to purchase these items through an inter-local agreement or on the open market.

(11) NON-EXCLUSIVE AWARD: Except as noted, proposal award resulting from this request is not an exclusive agreement to purchase. The College reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the College, are necessary and in the best interest of the College. If the low proposal exceeds the College's budget allocation, the College may elect, upon determination that the budget can be achieved through value engineering, to negotiate value engineering possibilities with the low contractor and award the contract upon agreement of items necessary to meet the budget.

(12) SELECTION OF PARTIES FOR NEGOTIATIONS: A selection for the services specified herein will be made following evaluation of RFQ. Responses will be opened publicly to identify the names of the Respondents **ONLY**, but will be afforded security sufficient to preclude disclosure of the contents of the proposal prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification, modification, or negotiation with any of the Respondents or, at COM's option, COM may discuss or negotiate all elements of the proposal with selected Respondents. For purposes of negotiation, respondents will be ranked from most acceptable to least acceptable based the evaluation criteria. COM reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, or to reject any and all proposals if deemed to be in the best interests of COM and to re-solicit for proposals.

(13) NEGOTIATIONS AND CONTRACT AWARD: The College will negotiate the offer it determines most advantageous considering overall evaluation factors in the RFP. If made, the award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to COM, price and other factors considered. This solicitation does not constitute an offer to contract and no proposal submitted constitutes an acceptance of an offer. No oral statements or verbal acknowledgement of the award to a particular proposer shall create a contractual obligation on the part of the College. Any contract between the College and a successful proposer must be in writing and signed by an authorized person for both the College and the selected Proposer. COM reserves the right to award multiple contracts under this solicitation. Any portion of this RFP and all portions of the proposer's response may be incorporated into the final contractual agreement.

(14) EVALUATION CRITERIA: The Board of Trustees reserves the right to award this contract on the basis of a price alone or based on a best value analysis in accordance with the laws of the State of Texas and Texas Education Code (TEC) 44.031, to accept or reject any or all bids or parts thereof and to waive any formality or irregularity. The successful bidder shall be selected on the following criteria and any other relevant factor specifically listed in the request for bids or proposals: Section IV-H (Selection Criteria) and Section IV-I (Service Criteria).

All bidders must submit references that address the above-referenced criteria. Lowest price may not necessarily be the primary criteria of selection. COM reserves the right to accept or reject any and/or all proposals, to waive any and/or all formalities, and to award a Contract for all or any portions of the requirements proposed by reasons of this request, if deemed to be in the best interests of the College.

(15) INVOICES: Invoices are to be submitted only for the goods that have been shipped or services that have been provided. Invoices will not be paid and will be returned to the Seller for correction if they: (a) do not reference this purchase order number; (b) are for a higher cost than shown on this order, (c) list goods or services other than those shown on this order; or (d) are damaged or incomplete. Invoices must show the quantity, description and unit cost of items. All invoices should be mailed in duplicate to:

College of the Mainland
Attn: Accounts Payable
1200 Amburn Road
Texas City, Texas 77591

(16) PAYMENT TERMS: Within thirty (30) days from receipt of a properly executed and undisputed invoice, or date of receipt of goods or services, whichever is most current, payment will be processed for goods or services provided hereunder. Any discounts will be calculated from the date of receipt of the invoice or receipt of the goods or services, whichever is most current. Payment for any goods or services does not constitute final acceptance.

(17) TAXES: As an institution of higher education and a political subdivision of the State of Texas, in accordance with the State of Texas and Federal Tax Codes, Buyer hereby certifies it is exempt from the payment of property, sales, use, franchise, excise or other taxes. In the event it is determined that Buyer is legally liable for payment of taxes for which an exemption is claimed, Buyer will remit such taxes to the applicable taxing authority.

(18) APPROPRIATED FUNDS: This purchase order is a commitment by Buyer of funds in its current budget year. When applicable, Buyer will exercise its best efforts to obtain and appropriate funds for subsequent budget periods. In the event Buyer is unable to secure sufficient funds in subsequent budget periods to fulfill all of Buyer's obligations hereunder, this purchase order will automatically terminate at the end of the applicable budget period.

(19) CONFLICT OF INTEREST: Chapter 176 of the Local Government Code requires vendors and consultants contracting or seeking to do business with COM to file a conflict of interest questionnaire (CIQ). (Attachment No. 7) The CIQ must be complete and filed with the RFP proposal response. Proposers that do not include the form with the response, and fail to timely provide it may be disqualified from consideration by COM.

(20) OTHER BENEFITS: It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to this Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the State.

(21) NON-DISCLOSURE: Contractor and COM acknowledge that they or their employees may, in the performance of this Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Contractor or COM, unless required by law. Each party shall also sign any non-disclosure agreements reasonably required by the other party and obtain such agreements from their representatives and/or employees as necessary.

(22) PUBLICITY: Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any

details thereof to third parties or use any photographs or video recordings of COM's employees or students or use COM's name in connection with any sales promotion or publicity event without the prior express written approval of COM.

(23) REPRESENTATION: The party to which a contract is awarded ("Seller") is an independent contractor; subcontractors, and under no circumstances will Seller be considered or construed to be an employee, agent or representative of Buyer. Seller agrees that it is an equal opportunity employer and will comply with all applicable federal, state and local laws and regulations regarding contracting and employment practices. If Contractor uses subcontractors in the performance of any part of this Contract, Contractor shall be fully responsible to COM for all acts and omissions of the subcontractors just as Contractor is responsible for Contractor's own acts and omissions. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between COM and any such subcontractor, nor shall it create any obligation on the part of COM to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

(24) NO THIRD PARTY RIGHTS: The resulting contract, if any, shall be for the sole benefit of the COM and the contractor and their respective successors and permitted assigns. Nothing in the resulting contract shall create or be deemed to create a relationship between the parties to the resulting contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

(25) ASSIGNMENT: Neither this Contract, nor any rights, obligations of moneys due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by COM. Contractor shall not subcontract any portion of services encompassed by this Contract without COM's prior written approval. COM shall not be required to recognize any assignment or subcontract made without its prior written approval, and any such assignment by Contractor shall be wholly void and ineffective for all purposes unless made in conformity with this Section.

(26) COMPLIANCE WITH LAW: Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

I. Anti-Terrorism Certification and Boycott of Israel

Vendors doing business with College of the Mainland shall certify and adhere to all Government codes regarding anti-terrorism and boycott of Israel in accordance with Texas Government Codes Chapter 2252 and Section 2270.001.

- i. A vendor considered for an awarded contract as a result of the subject RFP shall certify it and its subcontractors is not identified on the list prepared and maintained under Texas Government Code 2270.0201 as a scrutinized company, and shall further adhere to immediate notification provided to COM should the vendor or its subcontractors become listed in accordance with any of the foregoing sections (or as the Texas Government Code or Sections of the code be amended or supplemented).
- ii. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing

business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

- iii. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

II. EDGAR Conflict of Interest Requirements

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of COM may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through COM's written procedures, COM has set a de minimis amount of less than \$100 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the College President's Office and addressed through COM's personnel policies. Violations of this standard by an officer or the College President shall be addressed to the **Board President and addressed through COM Board policies.**

To the extent that COM will use federal grant funds to fulfill its obligations under this Contract, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by COM from the awarding agency. As such, if COM does not receive sufficient funding for the services provided in this Contract, COM may terminate this Contract without penalty or further obligation to Contractor, at any time upon written notice to Contractor.

CFR 38.25 - A grant applicant's obligation to provide assurance:

29 CFR 38.25 – A grant applicant's obligation to provide a written assurance.

(a). Grant applicant's obligation to provide a written assurance.

(1) Each application for financial assistance, under Title I of WIOA as defined in §38.4, must include the following assurance:

(i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status, or participation in any WIOA Title I-financially assisted program or activity;

(B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;

(C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I- financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

(2) The assurance is considered incorporated by operation of the law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available whether it is explicitly incorporated in such document and whether there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between recipients. The assurance also may be incorporated in such grants, cooperative agreements, contract, or other arrangements by reference.

(b) Continuing State Programs. Each Strategic Four Year State Plan submitted by a State to carry out a continuing WIOA financially assisted program or activity must provide the text of the assurance in paragraph (a)(1) of this section, as a condition to the approval of the Four-Year Plan and the extension of any WIOA Title I assistance under the Plan. The State also must certify that it has developed and maintains a Nondiscrimination Plan under § 38.54.

III. Texas Ethics Commission

In accordance with HB 1295 and Section 2252.908 to the Texas Government Code, public entities are required to collect a Disclosure of Interested Parties (Form 1295) before entering into a contract with a vendor that requires an action by the Board of Regents. College of the Mainland's policy requires all contracts valued at \$50,000 or more be approved by its governing body, the Board of Regents. **(Please note that a new filing must be completed for each awarded contract.)**

IV. Felony Conviction Notification

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a Person or business entity that enters into a contract with a school district must give advance notice to the district if the Person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This Notice Is Not Required of a Publicly Held Corporation.

V. Debarment, Suspension and Ineligibility

Federal agencies, state agencies, and local governments, including College of the Mainland, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. U.S. Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, Section 1 (d), requires College of the Mainland shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment or otherwise declared ineligible. Contractors submitted a bid or proposal in an amount expected to equal or exceed \$25,000 shall certify that neither their organization nor principal officers and agents, nor subcontractors, are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

(27) **GOVERNING LAW:** Galveston County, Texas, shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

(28) **WARRANTY:** In addition to the warranties provided by law, Seller expressly warrants that it has the right to sell the goods and/or services proposed: (a) will be in full conformity with the specifications, plans and samples approved by Buyer and will be new, of good quality, material and workmanship, merchantable, fit for the use and purpose for which they were intended and free from defects; (b) will be manufactured, sold, delivered and installed in compliance with the provisions of all applicable federal, state and local laws, ordinances rules and regulations; and (c) will not infringe on any valid patent, trade mark, trade name, or copyright. Any and all warranties made by the manufacturer or supplier of goods delivered by Seller are hereby assigned to Buyer and nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of Buyer. Seller will bear the cost of inspecting, testing and/or replacement of rejected goods and/or services. Warranties granted herein shall survive inspection, testing, acceptance and payment and shall accrue to Buyer.

(29) **DEFAULT:** In the event that the Contractor fails to carry out or comply with any of the terms and conditions of this Contract with COM, COM may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Contractor fails to

remedy such failure or default within the ten (10) day period, COM shall have the right to cancel this Contract upon thirty (30) days written notice. Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify COM; the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent. The cancellation of this Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to this Contract and such cancellation by COM shall not limit any other right or remedy available to COM at law or in equity.

- (30) **TERMINATION:** (a) For Convenience: This Contract may be terminated, without penalty, by COM without cause by giving thirty (30) days written notice of such termination to the Contractor. (b) In no event shall such termination by COM as provided for under this Section give rise to any liability on the part of COM including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. COM's sole obligation hereunder is to pay Contractor for products and/or services ordered and received prior to the date of termination (c) Performance by COM under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Trustees of The College of the Mainland (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then COM shall issue written notice to Contractor and COM may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of COM.
- (31) **FORCE MAJEURE:** Neither COM nor the Contractor shall be required to perform any term, condition, or covenant of this Contract so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of COM or Contractor, and which by the exercise of due diligence COM or the Contractor is unable, wholly or in part, to prevent or overcome.
- (32) **CONTROLLING DOCUMENTS:** A purchase order may be issued for the purpose of ordering goods and/or services under a separate agreement between Seller and Buyer. In such cases, the terms and conditions of such an agreement shall apply to the purchase order and shall control in the event of conflict.
- (33) **PERMITS AND LICENSES:** Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.
- (34) **SAFETY:** All contractors working on the College of the Mainland Campus must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Occupational Health and Safety Act (OSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the OSHA standards. It shall be the duty and responsibility of the Contractor and all of his subcontractors to thoroughly familiarize themselves with all requirements of Public Law 91-596 enacted by Congress, December 29, 1970, cited as the "Occupational Safety and Health Act of 1970", and all amendments thereto, commonly referred to as OSHA, and it shall be the responsibility of the Contractor to fully enforce and comply with all of the provisions of the Act.
- (35) **SECURITY:** Contractor shall coordinate and cooperate at all times with the College's Police Department, but shall be solely responsible for their own internal security and theft control in the Service Area.

(36) OBSERVANCE OF COM RULES AND REGULATIONS: Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, consideration for students and staff, and parking and security regulations.

(37) FREEDOM OF ACCESS AND USE OF FACILITIES: Contractor's employees shall have reasonable and free access to use only those facilities of COM that are necessary to perform services under this Contract and shall have no right of access to any other facilities of COM.

(38) PRICE/PAYMENTS: Bid prices may not be withdrawn for a period of 120 days from bid opening date. The owner may require the contractor and/or subcontractors to furnish satisfactory proof that they have met any and all obligations arising in connection with the project that may or could create a lien on this project. Prior to final payment, the contractor and/or subcontractors shall furnish the owner with a release of any and all liens arising out of this contract.

(39) CHANGES: No changes shall be made in the work except upon written orders by College of the Mainland, and such amounts for the same shall be added to or deducted from the contract price and without invalidating the contract. Any deviation from the contract document, whether shown on the approved drawing or specifications, where applicable, will be at the sole risk of the contractor. No substitutions in materials specified will be permitted without prior authorization from the College. Items required, but not specified, may be selected and used by the contractor with approval of College of the Mainland.

COM shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the Proposer's cost and/or the time for performance, the Proposer shall so notify COM in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of COM. Notwithstanding the foregoing, any increase in cost or price under the contract of \$50,000 or more shall require approval by the COM Board of Trustees before taking effect.

(40) BOARD APPROVAL: The Board, by majority vote, is the only representative of COM, having the authority to approve material changes in the Scope of Services, to authorize any change in this Contract that would result in an increase in the Fee of \$50,000.00 or more in a twelve (12) month period, or to agree to an extension of the date of completion of Services beyond the next fiscal year.

(41) AUDIT OF RECORDS: At any time during the term of this Contract and for a period of four (4) years thereafter COM or a duly authorized audit representative of COM at its expense and at reasonable times, reserves the Right to Audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by COM reveals any errors/overpayments by COM, Contractor shall refund COM the full amount of such overpayments within thirty (30) days of such audit findings, or COM, at its option, reserves the right to deduct such amounts owing COM from any payments due Contractor.

- (42) **ACCESS TO DOCUMENTS:** In accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
- (43) **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to COM until COM actually receives, takes possession and accepts the goods at the point or points of delivery.
- (44) **ACCEPTANCE OF PRODUCTS AND SERVICES:** All products furnished and all services performed under this Contract shall be to the satisfaction of COM and in accordance with the specifications, terms, and conditions of this Contract. COM reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
- (45) **ENTIRE AGREEMENT:** This Contract, for all intents and purposes, is intended as the complete and exclusive statement of the agreement between COM and the Contractor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof. The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of this Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.
- (46) **EXECUTION:** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Contract. It is also agreed that separate counterparts of this Contract may separately be executed by the parties all with the same force and effect as if the same counterpart had been executed by all parties.
- (47) **SEVERABILITY:** If one or more provisions of this Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- (48) **ALTERNATIVE DISPUTE RESOLUTION:** To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time (“Chapter 2260”), is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by COM and Contractor to attempt to resolve any claim for breach of contract made by Contractor: Contractor’s claims for breach of this Contract that the parties cannot resolve pursuant to other provisions of this Contract or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to COM in accordance with the notice provisions in this Contract. Contractor’s notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Contract provision that COM allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is required prerequisite to Contractor’s filing of a contested case proceeding under subchapter C of Chapter 2260. COM’s Vice President of College and Financial Services, or such other officer of COM as may be designated from time to time by COM by written notice thereof to Contractor in accordance with the notice provisions in this Contract, shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for

any and all of Contractor's claims for breach of this Contract by COM. Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Contract by COM nor any other conduct, action, or inaction of any representative of COM relating to this Contract constitutes or is intended to constitute a waiver of COM's or the state's sovereign immunity to suit and (ii) COM has not waived its right to seek redress in the courts. The submission, processing, and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. COM and Contractor agree that any periods set forth in this Contract for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

(49) **TECHNOLOGY ACCESS:** In accordance with Section 2157.005, *Texas Government Code*, Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to COM that the technology provided to COM for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

(50) **REQUIREMENTS INDEMNIFICATIONS AND INSURANCE:** Contractor agrees to indemnify and hold harmless College of the Mainland and its officers and employees from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising out of Contractor's performance under this Agreement or as a consequence of the existence of this Agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this Agreement. On such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. The Contractor shall maintain and pay for insurance set forth below prior to commencing work, and shall file with the College certificates or copies of policies for approval and as proof of coverage. Contractor will maintain in force at all times during the term of this Agreement, with an insurance carrier acceptable to the College, the following insurance:

A. The Contractor agrees to comply with the insurance requirements contained herein.

General Liability

The Contractor must carry comprehensive (commercial) general public liability insurance covering all duties, services, or work to be performed under the contract.

Products/Completed Operations Aggregate	\$1,000,000 CSL
Personal Injury Liability	\$1,000,000 CSL
Fire, Lightning or Explosion	\$500,000 CSL
Medical Expense	\$5,000 per person
Policy Aggregate	\$2,000,000 CSL
<u>Automobile Liability</u>	\$500,000 each person
Bodily Injury	\$1,000,000 CSL
Property Damage	\$1,000,000 CSL

Workers' Compensation

Part A – Statutory

Part B – \$500,000 in the aggregate

\$500,000 each person

\$500,000 each person for occupational disease

Endorsements

The following endorsements and other stated information is required on the original certificate of insurance:

- 30 days' Notice of Cancellation
- College of the Mainland and College of the Mainland named as Additional Insured on all policies except Worker's Compensation
- Waiver of Subrogation on all policies

Submission of Certificate of Insurance & Copy of Policy

The original certificate of insurance indicating the coverage and limits stated herein, with copies of all endorsements, must be furnished to College of the Mainland within 14 business days after receipt of a written purchase order or other duly executed contractual document and prior to providing services. Email the original certificate of insurance to College of the Mainland, Purchasing Department, 1200 Amburn Road, Texas City, Texas 77591.

The insurance company insuring the Contractor shall be licensed in the State of Texas and shall be acceptable to COM. At any time during the Contract term, prior to any lapse in the Certificate of Insurance, the Contractor shall provide an updated certificate to COM. Upon request by COM, the Contractor shall provide copies of all policies required under the contract to COM.

SECTION II

COLLEGE OF MAINLAND FORMS

NOTE TO VENDORS

In addition to the qualifications response, each respondent must complete and return the following documents:

- Signed Cover
- References
- Proof of Insurance
- Respondent's Certification Form & Acknowledgement of Amendments (as applicable)
- Felony Conviction Notice
- Conflict of Interest Questionnaire Form
- Non-Collusion Affidavit Form
- Debarment Suspension Certification

COLLEGE OF THE MAINLAND

**REQUEST FOR PROPOSALS (RFP #20-19)
PROPERTY INSURANCE SPECIFICATIONS**

RETURN PROPOSAL
IN DUPLICATE

TO:

College of the Mainland
Attn: Purchasing Department
1200 Amburn Road
Texas City, TX 77591

RETURN NO LATER THAN 1:00 P.M.
JANUARY 23, 2020

For additional information, contact Sonja Blinka at sblinka@com.edu 409-933-1211 ext. 474.

You must sign below in INK; failure to sign WILL disqualify the offer.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No. _____

Email: _____

Print Name: _____

Signature: _____

[Your signature attests to your offer to provide the goods and/or services in this Proposal according to the published provisions of this Proposal. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

_____ Date: _____
Sonja Blinka
COM, Director of Purchasing

REFERENCES

Financial stability must be demonstrated by each Bidder as well as a reliable delivery record to include a list of at least three (3) similar accounts that have utilized similar products or services for a minimum of one year.

1. Business Name:

Contact:

Phone: - - Fax: - -

Description of Project or Work:

2. Business Name

Contact:

Phone: - - Fax: - -

Description of Project or Work:

3. Business Name

Contact:

Phone: - - Fax: - -

Description of Project or Work:

INSURANCE REQUIREMENTS

Each responding party must be able to submit an insurance certificate evidencing the following coverage:

1. The vendor shall carry general public liability insurance covering all duties, services, or work to be performed under the contract.

- Insurance shall provide limits for each occurrence, \$1,000,000. CSL
- Completed operations aggregate, \$1,000,000. CSL
- Personal injury liability, \$1,000,000. CSL
- Fire, Lightning or Explosion \$500,000. CSL
- Medical Expense \$5,000 Per Person
- Policy aggregate \$2,000,000. CSL

2. **Automobile Liability:** \$500,000 each person
 - Bodily Injury \$1,000,000. CSL
 - Property Damage \$1,000,000. CSL

3. **Workers' Compensation:**
 - Part A – Statutory
 - Part B -\$500,000. In the aggregate
 - \$500,000. Each Person
 - \$500,000. Each person for occupational disease.

4. **Professional Liability:**
Occurrence / Aggregate \$ 1,000,000

5. **Endorsements:**

The following endorsements and other stated information is required on the original certificate of insurance:

- 30 days Notice of Cancellation;
- COM be named as Additional Insured on all policies except Worker's Compensation;
- Waiver of Subrogation on all policies;
- The assigned REQUEST FOR PROPOSAL number and/or purchase order number.

6. **Submission of Certificate of Insurance:**

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to College of the Mainland within 14 business days after receipt of a written purchase order or some other duly executed contractual document. Mail the original certificate of insurance to: College of the Mainland, Purchasing Department, 1200 Amburn Road, Texas City, Texas 77591

Upon request by COM, the firm shall be required to provide copies of all policies required under the contract to COM.

COLLEGE OF THE MAINLAND

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge. (Check appropriate statement.)

- My firm is a publicly held corporation. This reporting requirement is not applicable.
- My firm **IS NOT** owned nor operated by anyone who has been convicted of a felony.
- My firm **IS** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name(s) of felon(s):

General Description of Conviction(s):

VENDOR _____

AUTHORIZED
SIGNATURE _____

PRINT/TYPE ABOVE
SIGNATURE _____

DATE _____

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity Date</p>		

Adopted 06/29/2007

NON-COLLUSION AFFIDAVIT FORM

By submission of this qualifications statement, the undersigned certifies that:

- A. The submittal has been independently arrived at without collusion with any other bidder or with any other competitor;
- B. This submittal has not knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the submittals for this project.
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a response.
- D. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any other person signing in his behalf.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

City State Zip

DEBARMENT, SUSPENSION AND INELIBILITY CERTIFICATION

Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 11 Part 215, and Federal Regulation Subpart 9.4

Federal agencies, state agencies and local governments, including College of the Mainland, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, Section 1(d), requires that College of the Mainland shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

City

State

Zip

TEX. GOV'T CODE 2270 VERIFICATION

STATE OF TEXAS
COUNTY OF GALVESTION

Date: _____

Name of Affiliate: _____

Title of Affiliate: _____

Business Name of Company: _____

County of Company: _____

Affiliate hereby swears, verifies, and declares under penalty of perjury that the following statements are true in accordance with Texas Government Code 2270.001 et al (the "Code"):

- Affiliate is authorized by Company to make this affidavit.
- Affiliate is fully aware of the facts stated in this affidavit
- Affiliate can read the English language and is over eighteen years of age.
- Company, or company subcontractors, does not currently boycott Israel.
- Company, or company subcontractors, will not boycott Israel during the term of any agreement with College of the Mainland in accordance with the Code.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

ALL CERTIFICATIONS

By submitting this proposal, the proposer:

- 1. Represents that to the best of its knowledge the proposer is not indebted to the College of the Mainland. Indebtedness to the District shall be basis for non-award and/or cancellation of any award. Initial _____
2. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, disability, political belief or affiliation, and that it will abide by the Equal Employment Opportunity requirements of the state of Texas and the College of the Mainland. Initial _____
3. Acknowledges that it has read, understands, and agrees to the requirements of the specifications and all other provisions of this solicitation. Initial _____
4. Certifies that it has not colluded or attempted to collude with other vendors or merchants in the trade to fix or hold prices above the level attained through a free and competitive market. Initial _____
5. Certifies that the owner operator has not been convicted of a felony, except as indicated on a separate attachment to this proposal, in accordance with sec. 44.034, Texas Education Code. Initial _____
6. Certifies that it is not currently and shall not enter conduct business with Iran, Sudan, or a foreign terrorist organization during the potential contract period. Initial _____
7. Certifies that it is not currently and shall not boycott Israel during the potential contract period. Initial _____
8. ___ I am or ___ I am not a certified State vendor.

I certify that I am authorized to submit a binding proposal on behalf of this company and that this proposal conforms to the required specifications unless so noted in writing on this proposal form.

Proposer's Business Name _____

Address _____

Authorized Signature of Proposer _____

Typed Authorized Name of Proposer _____

Title of Proposer _____

Date: _____ Phone: _____ E-mail: _____

SECTION III

GENERAL REQUIREMENTS AND INSTRUCTIONS

A.	Introduction	26
B.	Notice	26
C.	Time-Frame	26
D.	Communication	27
E.	Proposals	27
F.	Qualifications	28
G.	Assignment of Markets	29
H.	Selection Criteria.....	30
I.	Servicing Criteria.....	30
J.	Disqualification and Rejection.....	31
K.	Legal	31
L.	Authorized Signature	31
M.	Fees and Commission	31
	Market Request Form	32
	Servicing Criteria Form	33
	Claims Services Form.....	34
	Loss Control Services Form.....	35

SECTION III

GENERAL REQUIREMENTS AND INSTRUCTIONS

A. INTRODUCTION

The College of the Mainland (COM) is seeking competitive sealed proposals for property insurance protection. COM is prepared to accept retentions or deductibles compatible with its financial strengths, provided that the credits extended justify the assumption of the financial risk. COM will consider a plan which deviates from options listed if it offers overall cost benefits. The insurance is to take effect on February 28, 2020.

B. NOTICE

The information contained in these specifications is confidential and is to be used only in connection with preparing proposals of insurance.

1. COM reserves the right to accept or reject, in part or in whole, any portion of the proposed program when, in its judgment, such action is deemed necessary and in the best interests of the insured. COM also reserves the right to waive or dispense with any of the informalities contained herein.
2. Each proposer is asked to submit proposals on the basis of the specifications contained herein. Alternative proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained in the appropriate proposal form.
3. The underwriting information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty. Requests for additional information should be directed to:

Ms. Sonja Blinka, Purchasing Director
College of the Mainland
1200 Amburn Road, Texas City, TX 77591
Phone: 409-933-8474 Fax: 409-933-8020 E-mail: sblinka@com.edu

C. TIME-FRAME

1. The specifications will be available for proposers beginning at 9:00 a.m. on Wednesday, November 20, 2019, at the Purchasing Department of the address above.
2. Market request forms are included in this packet. These request forms must be completed and returned to RWL Group no later than 12:00 p.m. on Tuesday, November 26, 2019. They may be mailed, faxed or sent via e-mail. A copy should also be sent to Sonja Blinka at COM.
3. RWL Group will assign markets to agents beginning at 1:00 p.m. on Tuesday, November 26, 2019.
4. One copy of each proposal must be delivered to both Sonja Blinka and Robert Lazarus via e-mail or regular mail by no later than 1:00 p.m. on Thursday, January 23, 2020, in a sealed envelope if sent via regular mail. Each envelope should be clearly labeled "PROPERTY INSURANCE PROPOSAL."

5. When proposals are sent by mail, the proposer is responsible for their delivery by the date and time set for the closing of proposal acceptance. If the mail is delayed beyond the date and time set for the closing, the delayed proposals will be returned unopened and will not be considered.
6. The sealed envelopes will be opened at 1:00 p.m. on Thursday, January 23, 2020, at the COM Purchasing office.
7. **Interviews with viable proposers will be conducted at the COM Administration Office on Friday morning, January 31, 2020, at a time to be determined.**
8. Selected proposers will be recommended at the February 24, 2020, Board meeting.
9. Binders are to be provided by no later than Thursday, February 27, 2020.
10. All policies are to be effective February 28, 2020.
11. Policies are to be delivered no later than Wednesday, May 20, 2020.
12. The cut-off date for vendor questions is Friday, January 10, 2020.
13. Tentative Schedule:

Date	Task
November 15 to 18, 2019	Advertise Property RFP
November 20, 2019	Release Specifications Beginning at 9:00 a.m.
November 26, 2019	RWL Group Assign Markets to Vendors
January 10, 2020	Cut-Off Date for Vendor Questions (5:00 p.m.)
January 23, 2020	Proposals Due by No Later than 1:00 p.m.
January 31, 2020	Vendor Interviews/Negotiations at the College (a.m.)
February 5, 2020	Best and Final Proposals Due By 5:00 p.m.
February 13, 2020	RWL Group Send Report to College (Analysis of RFP Responses and Recommendations)
February 24, 2020	RWL Group Present Report to College Board

D. COMMUNICATION

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

Robert W. Lazarus, Senior Consultant
 RWL Group
 300 North Coit Road, Suite 810
 Richardson, Texas 75080
 Phone: 972-907-9095 Fax: 972-907-9198 E-Mail: rwlgroup@rwlgroup.com

2. Sonja Blinka, Purchasing Director, will represent COM for all matters pertaining to these specifications and contracts in conjunction herein. A copy of all correspondence directed to RWL Group must also be sent to Ms. Blinka. Inspections may be coordinated through Ms. Blinka (contact information in Part B on previous page).

E. PROPOSALS

1. Proposals are to be clearly explained and identified. The specifications contain proposal forms. These forms must be completed by the proposer and attached to the proposal. Unless otherwise stated, all blank spaces on the proposal page(s), applicable to subject specifications, must be completed correctly. All costs, including optional programs, must be clearly stated and summarized.

Exceptions or deviations from the specifications must be specifically identified in the Exception Form contained herein. Failure to follow these instructions may be grounds for disqualification of your proposal.

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

2. Proposers may withdraw their proposals at any time before the closing of proposal acceptance. However, no proposal can be withdrawn or canceled after the closing of proposal acceptance.
3. If any person who contemplates submission of a proposal is in doubt as to the true meaning of any part of these specifications, he or she may submit a written request for interpretation thereof to RWL Group. The decision of RWL Group will be final. Oral explanations will not be binding. Requests for additional information must be made in writing (either by fax or e-mail) by Friday, January 10, 2020, with a copy to Sonja Blinka at COM.
4. COM will accept one of the proposals, or a combination of several parts of more than one of the proposals, or reject all proposals as soon as possible after the time for close of proposals.

F. QUALIFICATIONS

1. AGENT:

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

- a) The agency must have agent's errors and omissions insurance with a limit of at least \$1,000,000 per-occurrence. A certificate evidencing coverage must be included with the proposal.
- b) The agency must have been in business for at least ten (10) years.
- c) The agency must assign at least one qualified account representative to service COM. This representative should have at least ten (10) years of experience in public entity property and casualty lines. Please include the resumes of all proposed account representatives in the proposal.

2. INSURER:

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

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

1. A market allocation procedure is applicable only to situations when more than one agent wants to obtain quotes from the same insurance group. COM reserves the right to assign the use of any given insurance carrier with respect to this insurance to a specific agent or broker to avoid multiple contacts with a single insurance underwriter. Your cooperation is asked in helping obtain as wide a representation of potential insurers as is presently possible through the following method:
2. Each agent (or company) participating in the proposal process is asked to submit an initial list of insurers with which he/she would like to work in preparing proposals for the requested programs. **This list should be ranked in order of preference.** A "Market Request Form" is attached for this purpose.
3. The Market Request Form should be completed and mailed, faxed or sent via e-mail to Robert Lazarus at RWL Group, on or prior to 12:00 p.m. on Tuesday, November 26, 2019. A copy of this form should also be sent to Sonja Blinka at COM.
4. RWL Group will begin assigning markets at 1:00 p.m., on Tuesday, November 26, 2019, based on the requests received at that time. **Agents must not reserve any markets prior to receiving a confirmation of market assignments.**
5. Insurance markets will be assigned in accordance with the following principles:
 - a. All market awards will endeavor to follow the requests in the order of priority indicated by the agent. At the discretion of COM and RWL Group, the order of choice between agents requesting the same markets will be determined by the order in which the Market Request Forms are received by RWL Group.
 - b. Insurance carriers presently providing insurance to COM will automatically be retained by the current agent or (agent's group), if he/she lists the carrier(s) as the first choice on the Market Request Form. Note: This provision does not apply to TWIA, which is available to all agents.
 - c. Requests for insurance markets received after the date indicated will be honored only to the extent that such companies have not previously been requested and assigned.

Notwithstanding the above, preferential consideration will be given to agents that have a proprietary insurance program with any insurer, or group of insurers.

6. No more than one agent may contact any one insurance group. To assist us in achieving this, all requests for carriers that are part of a group should be made in the name of the group **and not the individual carrier.** Market requests for other than insurance companies or groups will not be acceptable; for example, if the company is National Union, please show your choice as AIG Group. Do not list the intermediary. **Failure to follow these rules may result in disqualification of your proposal.**
7. COM reserves the right to assign additional markets, if not in conflict with previous assignments, as may be appropriate. If additional markets are desired, the agent must secure prior approval from RWL Group before approaching said markets. Additional markets may be requested beginning at 2:00 p.m. on Wednesday, November 27, 2019. Additional markets must be requested in writing and must not be contacted or reserved without approval from RWL Group. **Failure to follow these rules may result in disqualification of your proposal.**
8. If full insurance coverage will not be provided by one insurer, the percentage of the amount of coverage to be provided by each insurer must be shown.
9. If RWL Group or COM feels that all viable markets have not been approached, all providers will be sent a listing of these additional markets. Each provider will be permitted to choose one additional market from this list on a first-come, first-served basis, via a faxed, written or e-mailed request.

10. No person or organization is authorized to reserve any market prior to the effective time and date that this RFP is released (November 20, 2019, at 9:00 a.m.).
11. RWL Group will invite selected vendors who have submitted viable proposals to present their proposals and to negotiate best and final offers on Friday, January 31, 2020. Each of the selected vendors will be subject to a supplemental market assignment process with respect to any insurer that has not otherwise submitted a proposal (or viable proposal) to any vendor, notwithstanding previous assignments to any vendor that has not been invited to make a presentation to COM.

H. SELECTION CRITERIA

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

I. SERVICING CRITERIA

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

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

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

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

J. DISQUALIFICATION AND REJECTION OF PROPOSALS

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

K. LEGAL

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

L. AUTHORIZED SIGNATURE

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

M. FEES AND COMMISSIONS

Each agent must attach a schedule of commissions, by line of coverage, expressed as a unit price or percentage of premium. In addition, as an alternative, each agent is requested to make a fee proposal and quote all coverages net of commission. A specimen contract for services is requested with respect to a "fee" payment methodology in lieu of commission.

COLLEGE OF THE MAINLAND MARKET REQUEST FORM

Agency: _____

Name of Agent: _____

Address: _____

Telephone #: _____ Fax #: _____

E-Mail Address: _____

RANKED PREFERENCE	ELECTRONIC DATA PROCESSING (Monoline)	MISC. PROPERTY FLOATER (Monoline) (MAINTENANCE EQUIPMENT)
1.		
2.		
3.		

RANKED PREFERENCE	PRIMARY PROPERTY, EDP & INLAND MARINE ("All-Risk" Perils, inclusive of Flood & Wind)	EXCESS PROPERTY ("All-Risk" Perils, inclusive/exclusive of Flood & EQ (Include Quota Share with Primary) (List up to 2 markets as 1 st choice as needed)
1.		(List up to 2 markets as 1 st choice as needed)
2.		(List up to 2 markets as 2 nd choice as needed)
3.		
4.		
5.		

COLLEGE OF THE MAINLAND

SERVICING CRITERIA FORM

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

Authorized Signature

Company

Date

COLLEGE OF THE MAINLAND

CLAIMS SERVICES FORM

1. What is the location of the office that will be handling the COM account?

2. Is there 24-hour claims service? _____ Yes _____ No

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

_____ Yes _____ No

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

_____ Yes _____ No

7. Please attach copies of claims reporting guidelines with which the insured must comply and samples of all claim-reporting forms used.

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

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

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

Authorized Signature

Company

Date

COLLEGE OF THE MAINLAND
LOSS-CONTROL SERVICES FORM

1. What is the name and location of the safety professional(s) who will be handling this account? COM prefers local representation, if possible (within 50 miles of Texas City).

2. Indicate what loss-control and safety-engineering services will be provided automatically or at the request of COM at no charge.

3. Indicate what loss-control and safety services will be provided at the expense of COM, and the cost for each (hourly rate).

4. Attach a specimen servicing agreement.

Authorized Signature

Company

Date

SECTION IV

**MINIMUM UNDERWRITING REQUIREMENTS
AND PROPOSAL FORMS**

A. General Underwriting Requirements (Applicable to All Lines) 37

B. Electronic Data Processing (DDTE)..... 40

C. Property (EDP Equipment/Inland Marine)..... 44

D. Inland Marine (Miscellaneous Property Floater) 52

SECTION IV

A. GENERAL UNDERWRITING REQUIREMENTS APPLICABLE TO ALL LINES OF COVERAGE

1. **Named Insured:** The named insured for all coverages shall be College of the Mainland.
2. **Cancellation and Renewal:**
 - a. A minimum cancellation provision of sixty (60) days is requested in all policies instead of customary provisions.
 - b. A minimum of sixty (60) days' notice of non-renewal or material change is also requested.
3. **General Insurance Provisions and Extensions:**
 - a. The effective date of the insurance program is to be February 28, 2020.
 - b. The notice-of-claims provisions in all policies should be modified to the effect that knowledge of actual or potential claims by COM commences upon receipt of such information or advice by the Controller, or such other position as designated by COM.
 - c. All policies should be endorsed to the effect that failure to disclose all facts at the inception date of the coverage shall not prejudice the insurance, provided such failure is due to unintentional error or omission.
 - d. Automatic coverage for newly acquired or formed organizations is requested for a minimum of ninety (90) days, except where otherwise extended by the provisions the policy in excess of ninety (90) days, subject to proper reporting to underwriters and, if applicable, payment of additional premium.
 - e. A two (2) or three (3)-year program is requested, preferably with fixed rates. Alternatively, one (1)-year programs will be considered. Please include options for two one-year renewals, and describe how rates may be affected by annual rating reviews.
4. **Cash Flow and Rating:**

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

 - a. Payment of annual premiums in monthly or quarterly installments.
 - b. Participating and flat dividend programs.

5. **Consolidation:**

To the extent that it is practical, and in the absence of any material difference in costs, COM will consider the consolidation of insurance programs with the same insurer/insurance group or through commercial package policies for various lines of coverage.

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

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

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

7. **Excess Insurance Layers:***

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

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

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

8. **Miscellaneous**

COM desires to maintain insurance coverages for the lines and exposures addressed by the specifications. Conventional programs from the commercial insurance sector, as well as other types of programs, are desired. In the event proposals are made from interlocal self-insurance pools or similar risk financing vehicles, financial particulars and specific reinsurance information must also be submitted for the current and prior three years at a minimum.

9. **Specimen Policy Forms**

Specimen policy forms and all applicable endorsements must be provided for each line of coverage/program quoted.

PROPOSAL FORM FOR MINIMUM UNDERWRITING REQUIREMENTS

APPLICABLE TO ALL LINES OF COVERAGE

INDICATE IF EACH PROPOSED POLICY INCLUDES THE FOLLOWING:

- 1. Named Insured as outlined in Section II 1. Yes No
- 2. Effective date of insurance program is February 28, 2020. Yes No
- 3. Sixty-day cancellation and non-renewal notice. Yes No
- 4. Notice of claims provisions as outlined in Section II 3.b. Yes No
- 5. Failure to disclose provision as outlined in Section II 3.c. Yes No
- 6. Automatic coverage for new organizations per Section II 3.d. Yes No
- 7. Indicate term of program(s) quoted (1, 2 or 3 years) and any special renewal provisions.

- 8. Specify payment terms and any available installment plans.

- 8. Specimen policy forms and endorsements are included for all lines of insurance.

Yes No

Authorized Signature

Company

Date

B. ELECTRONIC DATA PROCESSING INSURANCE (DIRECT DAMAGE & TIME ELEMENT)

Coverage is requested for the data processing exposure, wherever located, either as a part of the buildings and contents coverage or under a separate policy.

1. Limits are as follows:

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

2. Electronic data processing extra expense is requested at alternative limits of \$250,000, \$500,000 and \$1,000,000.
3. Quote alternate deductibles of \$1,000, \$2,500, \$5,000, and \$10,000.
4. The following coverage provisions are requested:
 - a. Location defined as "any location owned or occupied by COM."
 - b. Coverage to include damage due to electrical and magnetic injury, arcing, mechanical breakdown and losses arising out of changes in temperature, humidity or dampness.
 - c. Valuation for equipment on a replacement cost basis.
 - d. Electronic data processing extra expense has no defined measure of recovery.
 - e. Automatic coverage for all newly acquired electronic data processing property, subject to ninety (90)-day reporting.
 - f. A provision to the effect that unintentional errors or omissions in reporting insurable exposures will not prejudice the coverage.
 - g. Coverage for damage due to flood.
 - h. A joint loss agreement if property insurance carrier is different from EDP carrier.
 - i. Agreed amount endorsement or no coinsurance.
5. This coverage may be quoted and included in the property package, subject to the above deductibles.

PROPOSAL FORM FOR ELECTRONIC DATA PROCESSING

1. Proposed Insurer _____

2. Annual Premium: _____

Limits	Deductibles			
	\$1,000	\$2,500	\$5,000	\$10,000
EDP Equipment (Per Schedule)				
EDP Media/Data \$250,000 \$500,000 \$1,000,000				
In-Transit \$100,000 \$250,000				
EDP Extra Expense \$250,000 \$500,000 \$1,000,000				
Flood				

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

a. Location defined as "any location owned or occupied by COM."

_____ Yes _____ No _____ Premium

b. Coverage to include damage due to electrical and magnetic injury, arcing, mechanical breakdown and losses arising out of changes in temperature, humidity, dampness.

_____ Yes _____ No _____ Premium

c. Valuation for equipment on a replacement cost basis.

_____ Yes _____ No _____ Premium

d. Electronic data processing extra expense has no defined measure of recovery.

_____ Yes _____ No _____ Premium

e. Automatic coverage for all newly acquired electronic data processing property is covered, subject to ninety (90)-day reporting.

_____ Yes _____ No _____ Premium

f. Policy contains a provision to the effect that unintentional errors or omissions in reporting insurable exposures will not prejudice the coverage.

_____ Yes _____ No _____ Premium

g. Joint loss agreement, if necessary.

_____ Yes _____ No _____ Premium

h. Agreed amount endorsement, if necessary.

_____ Yes _____ No _____ Premium

If no, indicate coinsurance _____

i. Wind is an insured peril.

_____ Yes _____ No _____ Premium

j. Flood is an insured peril.

_____ Yes _____ No _____ Premium

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

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

6. Indicate the term of the coverage _____

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

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

If so, what line(s) _____

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

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

Authorized Signature

Company

Date

EXCEPTION FORM FOR ELECTRONIC DATA PROCESSING

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

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

Authorized Signature

Company

Date

C. PROPERTY (Including Electronic Data Processing Equipment, and Inland Marine)

A combined direct damage and time element policy is requested.

1. Blanket per-occurrence limits are preferred for all personal and real property, including improvements and betterments per schedule. These limits are requested on an "all-risk" basis. "All-risk" perils may be provided in any combination of named perils and all other perils or special extended coverage agreement. Coverage is to be written on a replacement-cost basis. If scheduled, covered property should include fences, lighting, poles, antennas, retaining walls, EDP equipment, and maintenance equipment, etc., per schedule.

The policy should apply to all real and personal property owned, leased or used by COM (including all other property of others) and for which COM is legally liable. Such property should be situated at the described locations and include property in the open or within 1,000 feet of the described location. Coverage for maintenance/mobile equipment must be insured on an inland marine floater.

2. With reference to the peril of flood, quote a per-occurrence and aggregate sublimits of \$5,000,000 and \$10,000,000 with a \$100,000 per-occurrence deductible. Coverage is to include flood for all inland marine, including EDP. This sublimit may be included on an "all-risk" and/or AOP policy, as applicable.
3. Include earthquake at a \$10,000,000 per-occurrence limit, subject to \$25,000 and \$50,000 per-occurrence deductibles.
4. With reference to AOP, quote full limits per schedule with deductibles of \$10,000 and \$25,000 per-occurrence, and \$50,000 per-occurrence for other wind. This coverage may also be layered on an excess loss limit basis to achieve the TIV limit.
5. Quote named storm wind at alternate deductibles of 1% and 2% per item of insurance, subject to a minimum per-occurrence deductible of \$100,000.
6. With reference to flood, wind and AOP, quote sublimits of \$1,000,000 and \$2,000,000 for blanket business income/extra expense coverage for all locations, subject to a drop-down deductible of 72 and 96 hours. (Loss of tuition fees is to be included.)
7. The following extensions of coverage are requested:
 - a. Blanket valuable papers at a sublimit of \$1,000,000.
 - b. Unnamed location at alternate sublimits of \$500,000 and \$1,000,000.
 - c. Property of others at alternate sublimits of \$100,000 and \$250,000 per-occurrence.
 - d. Agreed amount or no coinsurance for all coverages.
 - e. Automatic coverage for all newly acquired real and personal property, subject to minimum 180-day reporting and a \$1,000,000 limit.
 - f. Builders risk automatic coverage, subject to 180-day reporting at a minimum and a \$1,000,000 limit.
 - g. A provision to the effect that unintentional errors or omissions in reporting insurable exposures will not prejudice the coverage.
 - h. Blanket additional insureds and mortgagee interests, as may be required.
 - i. No foundation, underground pipes or architectural fee exclusions or restrictions.
 - j. Debris removal limit included without limitation in the overall policy blanket limit.
 - k. A joint loss agreement of B&M and EDP carriers are different from property carrier.

- l. Ordinance or law at sublimits of \$2,000,000 and \$5,000,000.
- m. The following endorsement should be included:
 - "In the event of total or constructive total loss of this property, coverage shall be construed to apply to the replacement cost of the property, or any part thereof, with material of like kind and quality on the same or similar premises, whether or not intended for the same occupancy or use."
- n. Options for certified and non-certified acts of terrorism.
- o. Repair/replacement of mold/bacteria-containing material due to a covered peril at alternate sublimits of \$100,000 and \$250,000.
- p. Repair/replacement of asbestos-containing material due to a covered peril.
- q. A margin clause of 10% or 20% of the scheduled value if blanket coverage is not proposed.
- r. Refer to separate Inland Marine and EDP sections in the specifications. Coverage may be included for miscellaneous equipment and electronic data processing in the property program. Complete the separate proposal forms for miscellaneous equipment and electronic data processing and indicate if coverage is separate or included in the property policy.
- s. Thirty (30) days of coverage for civil authority and ingress/egress.
- t. If EDP equipment is included in your property proposal, then quote media and data at alternate sublimits of \$500,000 and \$1,000,000.
- u. Claims expense sublimits of \$50,000.
- v. Transit sublimit of \$500,000.
- w. Pollution clean-up, removal and disposal expense of \$100,000 and \$250,000 sublimits.
- x. Errors and omissions limit of \$1,000,000
- y. Accounts receivable limits of \$1,000,000 and \$2,000,000.
- z. If layered program is applicable, then the following must be included:

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

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

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

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

- **Sublimits Coverage Provision:**

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

- **Priority of Payments Provision:**

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

- **Quota Share Coverage:**

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

- **Excess Coverage:**

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

PROPOSAL FORM FOR PROPERTY

1. Proposed Insurer _____

Indicate by exposures, if applicable. _____

2. By separate attachment, indicate an explanation of how the limits for the various coverages are structured and/or layered.

3. Indicate Premiums:

All Other Perils Limits	Per-Occurrence Deductibles	
	\$10,000 (Including Other Wind at \$50,000)	\$25,000 (Including Other Wind at \$50,000)
TIV Per Schedule (AOP)		
	72 Hours	96 Hours
BI/EE Sublimit \$1,000,000		
BI/EE Sublimit \$2,000,000		

Flood	Deductibles/Limits (\$100,000 Per-Occurrence Flood)		
\$5,000,000 \$10,000,000			
	72 Hours	96 Hours	
BI/EE Sublimit \$1,000,000			
BI/EE Sublimit \$2,000,000			

Earthquake	Per-Occurrence Deductibles	
	\$25,000	\$50,000
BI/EE Sublimit \$10,000,000		
Named Storm Wind	1%	2%
Per Schedule		
BI/EE Sublimit \$1,000,000		
BI/EE Sublimit \$2,000,000		

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

Coverage	AOP			Wind			Flood (If Applicable)		
	Limit Sublimit	Deductible	AP	Limit	Deductible	AP	Limit	Deductible (\$100,000 Per-Occ)	AP
Valuable Papers	\$1M								
Unnamed Location	\$500K \$1M								
Property of Others	\$100K \$250K								
Earthquake	\$10M								
Inland Marine (Maint.Equip.)									
Ordinance or Law	\$2M \$5M								
Certified Terrorism									
Non-Certified Terrorism									
Mold/Bacteria	\$100K \$250K								
Data/Media	\$50K \$1M								
Claims Expense	\$50K								
Transit	\$500K								
Pollution Clean-Up	\$100K \$250K								
E&O	\$1M								

Additional Premiums (continued)

Coverage	Earthquake (\$10,000,000 Limit)		
	Limit Sublimit	Deductible	AP
Valuable Papers	\$1M		
Unnamed Location	\$500K \$1M		
Property of Others	\$100K \$250K		
Earthquake	\$10M		
Inland Marine (Maint. Equip.)			
Ordinance or Law	\$2M \$5M		
Certified Terrorism			
Non-Certified Terrorism			
Mold/Bacteria	\$100K \$250K		
Data/Media	\$50K \$1M		
Claims Expense	\$50K		
Transit	\$500K		
Pollution Clean- Up	\$100K \$250K		
E&O	\$1M		

5. Please respond to the following with a "yes" or "no" answer:

- a. Agreed amount or no coinsurance.
 Yes No
- b. 180-day newly acquired at \$1,000,000 limit.
 Yes No
- c. 180-day builders risk at \$1,000,000 limit.
 Yes No
- d. Unintentional errors or omissions.
 Yes No
- e. Blanket additional insureds and mortgage interests.
 Yes No
- f. Coverage for foundations and underground pipes.
 Yes No
- g. Full limits of coverage for architectural fees.
 Yes No
- h. Debris removal limit included in full limits.
 Yes No
- i. Joint loss agreement if B&M and EDP carriers are different from property carrier.
 Yes No

- j. Total or constructive loss manuscript wording (Item o. on specs page).
 Yes No
- k. Repair/replacement of asbestos.
 Yes No
- l. 10% or 20% margin clause if limits are scheduled. Please indicate percentage _____.
 Yes No
- m. Civil authority and ingress/egress for 30 days.
 Yes No
- n. Priority of payments wording per specs.
 Yes No
- o. Flood coverage applies to EDP and Inland Marine Schedule of Values.
 Yes No
- p. Quota share policies read the same.
 Yes No
- q. If applicable, maximum TWIA limits are blanketed to each building and its contents.
 Yes No
- r. Drop-down wording included.
 Yes No
- s. Sublimit wording included.
 Yes No
- t. Excess wording is following form as applicable.
 Yes No

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

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

8. Indicate the term of the coverage _____

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

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

If so, what line(s) _____

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

 Authorized Signature

 Company

 Date

EXCEPTION FORM FOR PROPERTY INSURANCE

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

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

Authorized Signature

Company

Date

D. INLAND MARINE – MISCELLANEOUS PROPERTY FLOATER

1. Quote miscellaneous property floater per schedule for band uniforms, musical instruments and maintenance equipment on a replacement-cost basis.
2. Coverage is to be written on an agreed-amount basis (no coinsurance).
3. Quote alternate deductibles of \$1,000, \$2,500 and \$5,000 per item with an aggregate per-occurrence deductible of \$25,000.
4. Coverage must be included for wind.
5. Coverage for flood is preferred.
6. This coverage may be written as part of a property package policy.

13. Is coverage monoline?
Or included in a package policy?

Yes No
 Yes No

Please explain. _____

Authorized Signature

Company

Date

EXCEPTION FORM FOR INLAND MARINE

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

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

Authorized Signature

Company

Date

**COLLEGE OF THE MAINLAND
PROPERTY INSURANCE SPECIFICATIONS**

**SECTION V
UNDERWRITING INFORMATION**

**EXHIBIT I – PROPERTY SCHEDULE,
INCLUDING INLAND MARINE/EDP**

EXHIBIT II – 2019 INSURANCE APPRAISAL REPORT

EXHIBIT III – LOSS HISTORY

EXHIBIT IV – NFIP SCHEDULE