



Request for Proposals

2017 Property, Liability, & Workers Compensation Insurance

Summary Background

West Bountiful City (the “City”) invites the submission of proposals from firms with expertise and experience in providing insurance services for the City’s property, liability, and workers’ compensation insurance needs (the “Services”). The City is seeking quotes for the following coverage and services, as outlined more fully in the “Scope of Services” section, below:

- Property
- General Liability, including Law Enforcement Liability
- Automobile
- Public Officials Liability
- Treasurers Bond
- Crime Blanket Bond
- Umbrella/Excess Liability
- Risk Management Services
- Workers’ Compensation

Companies with demonstrated experience in this area and with an interest in making their services available to the City are invited to respond to this RFP.

West Bountiful City Background

With approximately 5,300 residents, West Bountiful City is located in Davis County, Utah, and covers approximately 3 square miles. The City employs approximately 25 full-time and 20-30 seasonal staff members who provide a wide scope of public services, which includes:

- A Police Department with 9 sworn, full-time police officers;
- A Public Works Department that maintains approximately 51 miles of streets, 9.5 miles of storm drain, several city parks, and a culinary water system that annually delivers 280 millions of gallons to 1,600 residential and 87 commercial users;
- The Lakeside Golf Course, a full-service 18-hole public golf course;
- Administrative services such as land use, community development and finance; and
- A fleet of approximately 24 vehicles and mobile equipment.

The City is interested in exploring all insurance options, or a combination of options, including, but not limited to traditional insurance, a self-insured retention program, and/or insurance pooling options.

All insurance decisions must be in effect by July 1, 2017. The City is looking for insurance policies and/or group membership to run for a period of three years.

General Information

1. Terms.

For purposes of this RFP, the term “**Respondent**” in this Request for Proposals shall refer to all respondents that submit a proposal. The documents submitted by Respondents will be referred to as “**Proposals.**” The term “**Services**” shall mean services required from the selected Respondent under this RFP.

2. RFP Material, and Addenda.

There may be multiple clarifications and/or addenda, which will be posted to the City’s website. Any harm to the Respondent resulting from failure to receive clarifications and/or addenda shall not be valid grounds for a protest against award(s) made pursuant to this RFP. Each Respondent is solely responsible for obtaining all RFP materials.

3. Additional Information; Applications

Any questions or clarifications of any material within this RFP or otherwise related to the City’s desire to obtain property and liability insurance should be directed to the individual listed below. No other employee or elected official of West Bountiful City may be contacted in regards to this RFP from the time of the issuance until a final award is made by the City Council. **Noncompliance with this requirement will be grounds for rejection of the Proposal.**

Patrice Twitchell
Finance Clerk
550 N 800 W
West Bountiful, UT 84087
ptwitchell@wbcity.org

4. Due Date and Delivery

Proposals must be received by **April 18, 2017 at 1:00 P.M.**, in sealed envelopes clearly marked “RFP Property and Liability Insurance Services 2017.” Please deliver (A) one electronic copy by e-mail and (B) five original paper copies of the proposal to:

Cathy Brightwell
City Recorder
550 N 800 W
West Bountiful, UT 84087
cbrightwell@wbcity.org

Please allow ample time for receipt of proposals. Proposals received after this time will not be accepted and recognized. Postmarks do not determine actual receipt. Proposals must remain valid through the anticipated inception date. All proposals must be signed by the agent authorized to submit the proposal on behalf of the Respondent.

5. Property Valuation, Loss Information, and Payroll Data

Property valuation, loss information, and payroll data will be provided upon request. The data comes from many sources, and has not been audited or verified; West Bountiful City cannot and does not warrant the accuracy of the information supplied.

6. Confidentiality

All submitted proposals and evaluation materials may become public information and be subject to disclosure pursuant to the Utah Government Records Access and Management Act. As a condition of participating in the City's Request for Proposal (RFP) process, any person or entity that chooses to respond to this RFP acknowledges, affirms, and agrees that it will not make a request for any records relating to this RFP until the City has concluded its selection process. This process is concluded when a signed contract is completed between the City and the selected Respondent.

7. City's Right to Reject Proposals

If it is deemed in the best interest of the City to do so, West Bountiful City reserves the right to reject any or all proposals, to waive any informalities and minor irregularities in proposals received, to accept any portion of a proposal or all items proposed, to negotiate or clarify proposals that appear to be advantageous to the City, or to reject any and all proposals received in response to this RFP, or to cancel the RFP.

8. No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and/or participating in any conferences, site visits, product/system demonstrations, oral presentations or negotiations.

9. Qualifications

Each Respondent must have the appropriate licenses from the State Insurance Department, for both the firm and the individuals represented. A minimum of \$5,000,000 in professional liability errors and omissions coverage is also required.

Each Respondent must have at least 5 similar sized or larger municipal or city accounts, as measured in budget size to the West Bountiful City. The City's current budget exceeds \$7,000,000.

All coverage's placed on the City's behalf must have an AM Best rating of A- XII or better and must be fully admitted within the State of Utah. However, at the City's discretion it may also accept proposals from alternative market carriers or facilities, which may come from pooled risk concepts.

10. Contract Term

The service period will begin July 1, 2017 and run for a minimum of three consecutive years. In that period all coverage must be provided according to the outline of coverage and limits included in this bid document.

Scope of Services

The City requires the following coverages and services in accordance with the Insurance Specifications described in Exhibit "A":

Coverage:

1. Property
2. Mechanical Breakdown
3. Inland Marine
4. Crime
5. General Liability
6. Public Officials Errors & Omissions
7. Employee Benefits Liability
8. Employment Practices Liability
9. Law Enforcement Liability
10. Automobile Liability
11. Automobile Physical Damage
12. Excess Liability - \$5 Million Total Limit
13. Workers' Compensation

Services:

1. Risk Assessment to fully understand the insurable risks of the City.
2. Rateable exposure review utilized by underwriters in developing proposals for the City.
3. Loss trend review and analysis.
4. Schedule monitoring.
5. Property replacement cost valuation studies, to assure all property locations are adequately valued.
6. Understanding and access to the leading municipal underwriters that specialize in governmental risk or summary of insurance coverage as defined by an alternative market pooled risk carrier.
7. Risk Management support services, such as training and pre-claim consultations.

Proposal Requirements

Each Proposal should conform to the following requirements.

1. Format of Proposals

Sections should be separated and organized in accordance with the subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized.

Submit one (1) electronic and five (5) hardcopies of the Proposal.

2. Required Content of Proposals

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, Respondent acknowledges that if the Proposal is accepted by the City, the Proposal and related submittals may become part of the contract.

At a minimum, the Proposal must include the following items:

- a. Cover Letter - Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:
 - i. Indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to the required services of this RFP.
 - ii. Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Utah.
 - iii. Indicate the name, email address and telephone number(s) of the principal contact.
 - iv. Acknowledge receipt of any addenda issued by the City.
- b. Executive Summary - Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and monitoring the Services; approach to project management; strategies, tools and safeguards for ensuring performance of all required Services; equipment, software and firmware considerations; training and on-going support; and any additional factors for the City's consideration.
- c. Professional Qualifications and Specialized Experience of Respondent and Team Members - If Respondent proposes that major portions of the work will be performed by different team members or organizations, Respondent must provide the required information as described below for each such team member.
 - i. Company Profile Information - Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.
 - ii. Company References/Client Profile - Respondent must provide a minimum of 3 references, preferably at least one from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:
 - Client name, address, contact person name, telephone, and fax number;
 - Description of services provided similar to the Services, as outlined under Scope of Services Section of this RFP; and
 - Nature and extent of Respondent's involvement as the prime contractor.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. The City may

solicit from previous clients, or any available sources, relevant information concerning Respondent's record of past performance.

- iii. Company Relationships with Insurance Markets - Respondent must provide evidence of ability to access insurance markets relevant to the Services of this RFP. Identify markets where Respondent would be required to use an intermediary/wholesale broker (owned by Respondent or otherwise). Provide evidence of current business relationships with the various insurance carriers, including the number of ongoing accounts.
 - iv. Business License/Authority to do Business in Utah - Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the Services described in this RFP, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the State of Utah. Provide copies with the Proposal submission.
- d. Professional Qualifications and Specialized Experience and Local Availability of Committed Key Personnel - Respondent must provide a summary who of will be dedicated to the Services described in this RFP. For each person identified, describe the following information:
- i. Title and reporting responsibility;
 - ii. Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate);
 - iii. Pertinent areas of expertise and past experience;
 - iv. Base location (local facility, as applicable); and
 - v. Resumes or corporate personnel profiles which describe their overall experience and expertise.
- e. Cost Proposal - The City is requesting information regarding the costs for the Services and coverage required, including details on the amounts of proposed coverage, expected rebates/dividends, and limiting exclusions on any policies. Please provide detail for the price schedule options offered. The Respondent is responsible for disclosing any charges or fees that the City would incur with the Respondent, before, during, and after the implementation. Proposals that fail to include complete cost information may be rejected as incomplete and deemed non-responsive.

The Respondent is encouraged to submit a 3-year look-back that summarizes either the actual or estimated costs the City incurred or would have incurred based on previously submitted rates/schedules for the time period from July 1, 2014 through June 30, 2017.

The City reserves the right to negotiate a final fixed price, terms, and conditions with the selected Respondent.

- f. Financial Statements - Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section. If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

g. Legal Actions - Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties. The list of legal actions must include (if applicable), but not be limited to, any of the following:

- i. A debtor in bankruptcy;
- ii. A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability;
- iii. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability;
- iv. A defendant in any criminal action;
- v. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability;
- vi. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- vii. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

h. Insurance - Prior to contract award, the selected Respondent will be required to submit evidence that it will maintain the insurance coverage listed below. For purposes of the Proposal, the Respondent need only state that it will maintain the insurance coverage.

- i. Worker's Compensation Insurance shall be written for not less than the statutory limits for the State of Utah and the Respondent's Employer's Liability Insurance shall be written for not less than \$1,000,000.
- ii. Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.
- iii. Professional Liability/Errors and Omissions Insurance appropriate to Respondent's profession shall be written with a minimum coverage of \$1,000,000; with neither the Respondent nor listed sub-consultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
- iv. Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- v. Subcontractors - The Respondent shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.
- vi. All insurance coverage furnished under the Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, and its directors, officers, agents, and employees as additional insured with respect to the activities of the Respondent and its subcontractors.

The Respondent shall not commence providing Services under the Contract until all of the insurance required herein shall have been obtained by the Respondent. The Respondent shall furnish to the City

Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that City will receive at least thirty (30) days prior written notice of any material change in coverage.

Award and Requirements For Successful Respondent

West Bountiful City will review and evaluate the Proposals, as described below.

The Proposal evaluation process is organized into two parts:

Part I - Preliminary Proposal Assessment

Part II - Proposal Evaluation

1. Part I – Preliminary Proposal Assessment

Part I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the City, be rejected from further consideration due to “non-responsiveness.” Proposals providing responses to all sections will be eligible for detailed analysis in Part II, Proposal Evaluation.

2. Part II - Proposal Evaluation

In Part II, the City will evaluate the extent to which a Respondent’s Proposal meets the program objectives set forth in the RFP. Part II will include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation plan, cost proposal and other factors based on the outlined evaluation criteria.

As part of the evaluation process, the City will review the information required under the “Proposal Requirements” Section for each Proposal received. The City may also review other information gained by checking references and by investigating the Respondent’s financial condition. The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

In addition, the City will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance):

a. Professional Competence –

- i. Professional Qualifications and Specialized Experience of Respondent and its team with emphasis on specific experience on projects of similar scope and magnitude as outlined in “Scope of Services” Section of this RFP.
- ii. Past and Current Performance of the Respondent on other contracts in terms of quality of services and compliance with budgets and performance schedules. The City may solicit from current and/or previous clients, other government agencies, or any available sources, relevant information concerning the Respondent’s record of performance.

- b. Professional Qualifications and Specialized Experience of Respondent's Key Personnel and Local Availability of Key Personnel with emphasis on specific experience on projects of similar scope and magnitude as outlined in "Scope of Services" Section of this RFP.
- c. The overall or expected cost of the Proposal.
- d. Quality and scope of coverages offered, including a review of policy exclusions.
- e. Financial Stability of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

Selection Process

The City will require the selected Respondent to participate in contract negotiations. The City's requirement that the selected Respondent negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the selected Respondent, including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, the City may terminate negotiations with the selected Respondent, and negotiate with any of the other qualified Respondents, until such time as the City has negotiated a contract meeting its needs.

The City reserves the right to terminate this RFP solicitation at any stage if the City determines this action to be in the City's best interests. The receipt of Proposals or other documents will in no way obligate the City to enter into any contract of any kind with any party.

EXHIBIT “A”

Initial Insurance Specifications

The City desires to purchase insurance coverage under the terms and in the amounts specified below. The City will rely on the ability and expertise of the selected Respondent to assist in developing the best possible solutions for the City’s risk management and insurance needs.

Alternative proposals or ideas that would reduce cost or broaden coverage are invited and encouraged. While such alternative proposals or ideas are welcomed and encouraged, any deviations from the coverage outlined in these specifications must be clearly indicated.

Terms Applicable to All Policies

1. Named Insured

The City, including all present, past, or future appointed or elected officials, boards, board members, commissions, commission members, officers, employees, and volunteers, both individually and collectively, while acting or alleged to be acting within the scope of their duties on behalf of the City.

2. Cancellation/Non-Renewal and Material Change Provisions

The cancellation provisions of all policies should provide a minimum of one-hundred (120) days advance written notice of cancellation (except for non-payment), non-renewal, reduction, or restriction of coverage by the insurer.

3. Knowledge of Occurrence

Policies must contain a provision providing that knowledge of occurrence by any agent, servant, or employee of the Insured shall not constitute knowledge by the Insured until such agent, servant, or employee has reported the occurrence to the City’s City Administrator.

4. Unintentional Errors and Omissions

Policies must contain a provision providing that failure of the Insured to disclose all hazards at the inception of this policy, or to comply with any provision of this policy, or errors or omissions in applications, declarations, schedules, endorsements, or other documents shall not prejudice the Insured with respect to the coverage afforded by this policy, provided such failure, error, or omission is unintentional and is corrected or complied with as soon as practicable after it has been brought to the attention of West Bountiful City’s City Attorney.

PROPERTY

1. Blanket Limit

Property insurance policy must be a blanket limit on all locations, real and personal property, including boiler, earthquake and flood, plus any other property specifically scheduled.

2. Property, Boiler & Mobile Equipment Coverage Requirements:

- a. Property Covered: All real and personal property, Electronic Data Processing (“EDP”) equipment, vehicles and mobile or contractors equipment stored at named locations, improvements and betterments either owned by the Insured, in the Insured’s care, custody or control, or for which the Insured is legally liable or is obligated to insure. Include coverage for property in the open within 1,000 feet of described premises. Include automatic coverage for new acquired or constructed property.
- b. Machinery & Boiler Equipment: Coverage for physical and financial damage to equipment, \$10,000,000 limit, with \$1,000 deductible.
- c. Perils Insured: All Risk, including Equipment Breakdown coverage (including EDP perils), Flood and Earthquake (indicate any sublimits).
- d. Equipment Breakdown, Objects Insured: Comprehensive form covering all objects at all locations; broad form or occurrence accident definition. Include Joint Loss Agreement to coordinate coverage with Equipment Breakdown coverage if not written with same insurer.
- e. Valuation: Replacement Cost, with Agreed Value clause (no coinsurance).
- f. Deductible: Unless indicated otherwise, \$1,000-\$2,500 per occurrence.
- g. Include coverage for miscellaneous unscheduled equipment, \$100,000 limit, \$5,000 maximum any one item; \$500 deductible.
- h. Mobile Equipment: Physical damage coverage for mobile equipment valued over \$50,000 on an Actual Cash Value basis, with a \$1,000 deductible per piece of equipment.

GENERAL LIABILITY (INCLUDING PROFESSIONAL)

1. Limits of Liability

Each Occurrence	\$1M, \$5M, or \$10M
Personal & Advertising Injury	\$1M, \$5M, or \$10M
General Aggregate	\$1M, \$5M, or \$10M
Fire Damage	\$1M, \$5M, or \$10M
Law Enforcement	\$1M, \$5M, or \$10M (each wrongful act)
Employee Benefits Liability	\$1M, \$5M, or \$10M

In the event that the limitation of judgment amount under the Governmental Immunity Act of Utah, as found in Utah State Code § 63G-7-604, is greater than the amounts listed above, the above amounts shall be changed to the limitation of judgment amount in § 63G-7-604.

The aggregate limit should apply separately to each location and project. Defense costs must be in addition to limits, not included within limits. Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/Excess policy.

2. Policy Form

Policy must be written on an occurrence form.

3. Operations

Coverage is to apply to all operations of the City, including all premises and operations, products and completed operations and independent contractors. Blanket coverage to be provided for contractual liability assumed under all written and oral agreements. Automatic coverage is to be afforded for newly acquired locations or operations.

4. Terms and Conditions

In addition to the amendments listed in the Terms Applicable to All Policies section of these specifications, the following extensions of coverage are required:

- a. Include coverage for claims from abuse and molestation.
- b. Cross Liability: Any cross liability exclusion should be deleted.
- c. Coverage included for the insured's interest arising out of its participation in any local, regional or state agencies, programs or co-ventures.
- d. Blanket additional insureds to be included as required by contract.

5. Special Event Liability Coverage

Special Event Liability Coverage – The City may require organizations and/or individuals to provide special event liability coverage in the amount of \$1,000,000 for special events and activities that take place in West Bountiful. Respondent should state whether Respondent's coverage provides for Special Event Liability and, if it is offered, state the premium amounts for the coverage.

AUTO LIABILITY

1. Limits of Liability

Liability \$1,000,000 per occurrence
Personal Injury Protection \$10,000
Underinsured/Uninsured Motorists \$ 1,000,000
Auto Physical Damage Coverage for Vehicles Valued Over \$50,000
Off Duty Auto Liability \$1,000,000 (two vehicles)

In the event that the limitation of judgment amount under the Governmental Immunity Act of Utah, as found in Utah State Code § 63G-7-604, is greater than the amounts listed above, the above amounts shall be changed to the limitation of judgment amount in § 63G-7-604.

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

PUBLIC OFFICIALS LIABILITY

1. Coverage Required

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages resulting from any claim made against the Insured resulting from a wrongful Act. Wrongful act shall include, but not be limited to any actual or alleged error, misstatement, misleading statement, omission, neglect or breach of duty, including misfeasance, malfeasance and nonfeasance, or any violation of any person's civil rights committed by public officials, whether or not compensated, within the course or scope of their employment or assignment with the City or matter claimed against them solely by reason of their being or having been public officials.

Public Officials - Public Officials shall include individuals who were, or now are, the City's elected officials, appointed officials, employees, departments, authorized volunteers, and members of City boards, committees, and commissions. Public Officials shall also include individuals who were, or now are, members of any legally created agency of the City and the agency itself, including, but not limited to, organizations such as: redevelopment agencies, housing authorities, municipal building authorities, economic development organizations, special service districts, special improvement districts, etc.

2. Limit of Liability

\$1,000,000 per Wrongful Act

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

3. Policy Form

This coverage is currently written on a claims made form. Retroactive Date should be set at June 30, 2012.

4. Defense

Defense costs are outside limits.

TREASURER'S BOND

1. Coverage Required

Coverage must meet the requirements of Section 51-7-15 of the Utah State Code that requires every public treasurer to secure a fidelity bond in the amount specified by State law.

2. Limit of Liability

As specified by the Utah State Code. Current limits are \$1,600,000.

3. Policy Form

Retroactive date shall comply with Utah State Code.

CRIME BLANKET BOND

1. Coverage Required

To pay on behalf of the Insured all sums which the Insured incurs in damages as a result of employee theft losses or the unlawful taking of money, securities and other property, regardless of the number of employees involved in the loss. This coverage pays for theft, disappearance or destruction of money and securities or for robbery of a person in charge of the property or safe burglary of other property that occurs inside the premises within a building from within the Insured premises or outside the premises and in the custody of a messenger. It also covers damage to the premises during an actual or attempted theft or robbery as well as damage to the locked receptacles that contain the money and securities.

2. Limit of Liability

\$100,000 per Wrongful Act

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

3. Policy Form

This coverage is currently written on a claims made form.

4. Terms and Conditions

In addition to the amendments listed in the *Terms Applicable to All Policies* section provide a specimen policy, including any proposed endorsements.

UMBRELLA/EXCESS LIABILITY

1. Limit of Liability:

The City desires total limits of at least \$5,000,000 for Umbrella/Excess Liability insurance coverage. Please also provide an alternate quotation for a \$10,000,000 limit.

2. Underlying Insurance Requirements

If the Umbrella underwriter's underlying insurance requirements differ from those outlined in these specifications, please adjust your proposal accordingly, and show separately the increased cost for the higher required underlying limits to meet the Umbrella carrier's minimums, or the savings from reduced underlying limits where requirements are lower than those requested here.

Care must also be taken with forms, where underlying coverage may be written on a claims made form.

It is the Respondent's obligation and responsibility to insure proper "dove-tailing" of the underlying policies limits and forms, and the Umbrella/Excess policy. The Respondent is also expected to structure the underlying limits in the most cost favorable manner for the Insured.

3. Coverage to Include, But Not Be Limited to:

Additional Persons Insured, including fellow employees
Advertising Injury (include internet)
Amusement devices
Any exclusion for pollutants regarding potable water systems must be deleted
Automatic coverage for events with under 5000 attendees
Automobile Liability including Uninsured/Underinsured Motorist
Bodily Injury and Property Damage - Bodily Injury definition to include bodily injury, mental anguish and injury, fright, shock, emotional upset, sickness or disease sustained by a person, including death resulting from any of these
Blanket Additional persons insured as required by contract
Blanket contractual to include oral, written and implied contracts or agreements and delete exclusion under personal injury
Blanket waiver of subrogation
Care, Custody and Control
Cross Liability/Separation of Insureds
Defense costs in addition to policy limits and deductibles, if any
Delete any exclusion for railroad
Delete any applicable Mobile equipment exclusions (including, but not limited to, golf carts and fork lifts)
Delete any exclusion for negligent hiring, supervision of a driver
Employees and volunteers as Insureds
Employment related practices
Excess Provision – Vendors
Extended bodily injury to include assault and battery
Fireworks
Incidental malpractice liability (delete all exclusions)
Independent contractors
No exclusion or restriction for vicarious liability of special event vendors serving/selling food alcohol
Participant Bodily Injury Sports and Participant Liability
Pay on behalf
Personal Injury definition to include shock, humiliation, harassment, alienation of affection, discrimination, false arrest, detention or imprisonment, malicious prosecution, wrongful eviction or entry, invasion of privacy, oral or written publication of material causing slander or libel
Premises/operations liability
Products/completed operations liability
Sexual abuse and molestation
Sign misdirection
Terrorism
Unintentional E & O/Failure to disclose hazards
Water Damage/Sprinkler Leakage legal liability