Respondent Name:

_____

TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

MELISSA LEE, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

RFP NO. 2019-254

REQUEST FOR PROPOSALS
FOR
MASTER PROPERTY/BOILER MACHINERY INSURANCE

PROPOSALS DUE SEPTEMBER 26, 2019
2:00 P.M.

RFP NO. 2019-254

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PRE-PROPOSAL CONFERENCE

All Respondents are encouraged to attend a Pre-Proposal Conference to be held:

DATE: **TUESDAY, SEPTEMBER 3, 2019**

TIME: **2:00 P.M.**

LOCATION: **TARRANT COUNTY ADMINISTRATION BUILDING**
PURCHASING DEPARTMENT CONFERENCE ROOM
100 E. WEATHERFORD STREET, ROOM 303
FORT WORTH, TEXAS 76196-0104

Note: **There is No opportunity for remote attendance of this meeting.**

Tarrant County will not provide copies of RFP documents. Please download and print prior to meeting.

RSVP: Respondents planning to attend the pre-proposal conference should RSVP, in writing, via facsimile, no later than 5:00 p.m., Friday, August 30, 2019.

Send RSVPs to CHRISTINA MARTINEZ, SENIOR BUYER at (817) 884-2629.

Questions from Respondents will be addressed at the pre-proposal conference. Any Respondent who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Respondents who submit a proposal and do not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

RFP FOR MASTER PROPERTY/BOILER MACHINERY INSURANCE

Tarrant County is soliciting proposals for **MASTER PROPERTY/BOILER MACHINERY INSURANCE for various Tarrant County Buildings.**

Original and Three (3) Copies
OF
COMPLETED PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE SEPTEMBER 26, 2019 AT 2:00 P.M.

All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the Proposal Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original proposal must be clearly marked **"ORIGINAL"** and contain all original signatures. "No-Bid" response to be returned on the form included in the section under Forms.

Any proposal received after the date and hour set for Proposal opening will not be accepted. The Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent. If Proposals are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the Proposal package to the Tarrant County Purchasing Department before the date and hour set for Proposal opening. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the Proposal opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless

authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested proposers for additional information or interpretation of the information included in the specifications should be directed in writing to:

CHRISTINA MARTINEZ, SENIOR BUYER
FAX: (817) 884-2629

All documents relating to this proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal number on the Tarrant County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date**.

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth, Texas time, Thursday, September 5, 2019. After the question deadline, all questions and their responses will be posted on the website and available for download by interested parties.

All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.

The Proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

It is the Respondent's sole responsibility to print and review all pages of the Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on this form renders the Proposal non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION"** and **EACH PAGE** must be marked **"CONFIDENTIAL INFORMATION."** Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant County will, of course, make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code

Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

Additionally, to the extent your proposal is incorporated into the contract, the proposal will become an official record available for public inspection.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to SAP-invoices@tarrantcounty.com. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

Continuing non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any inconsistencies.
2. Unbalanced value of any items.

Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
3. The Respondent being interested in any litigation against Tarrant County.
4. The Respondent in the arrear on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Respondent's past performance record with Tarrant County.
9. Limited competition.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The successful Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS IN REFERENCE TO OPTION B:** Vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Rates must remain firm for the entire contract.**

2. **RENEWAL OPTION:** Tarrant County reserves the right to exercise an option to renew the contract of the Respondent for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option and seek a new solicitation.

3. **TARRANT COUNTY RESERVES THE RIGHT TO USE AN AGENT OF RECORD FOR THIS COVERAGE ON ANY RENEWALS AFTER THE FIRST YEAR.**

4. Respondents may propose any or all of the following options:

   A. One (1) year Policy.

   B. One (1) year Policy with two (2) options to renew for additional twelve (12) month periods.

5. Tarrant County reserves the right to choose the option(s) and/or rate deemed most beneficial to the County.

6. All proposals must include the name of the insurance company. Although proposals will be accepted from companies regardless of the A.M. Best rating (or regardless of whether they are rated by Best), more favorable consideration will be given to those proposals submitted by companies with ratings of at least A XIII as published by A.M. Best Rating Guide, latest edition or the equivalent.

7. Respondents must be authorized to do business in the State of Texas.

8. All proposed policies must be non-assessable.

9. Any agent or agency submitting a proposal must be licensed by the carrier stipulated therein at the time it is submitted.

10. Proof of these qualifications must be provided with the proposal to be considered responsive to these specifications

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

11. The company shall have the right and duty to defend, at its own expense, any suit against the insured alleging acts or omissions falling within the coverage of this policy. In addition, the company will defend and pay all fees, court costs, and expenses incurred in such suits, and in no event shall the insured be charged with any legal fees incurred by the company.

12. Complete specimen copies of all policies, endorsements, dividend disclosure statements and other coverage documents must be included with proposal. If coverage is divided among more than one (1) insurer, specimen copies must be provided for each insurer. All limits and deductibles on sample policies should be stated. **FAILURE TO PROVIDE COMPLETE SPECIMEN POLICIES MAY DISQUALIFY A PROPOSAL.**

13. Proposals must clearly show all amounts of insurance, including any separate limits or sub-limits. For each coverage and sub-line, you must clearly show:

A. Annual premium, minimum earned premium, rate basis and rate.

B. Premium payment terms (NO premium will be earned or paid until all binders, policy and endorsements specimens are received, approved and accepted by Tarrant County).

14. Policies shall be endorsed that in no event shall notice of cancellation be provided less than sixty (60) days prior to cancellation.

15. The information shall be organized and assembled in the following order to assist in comparison:

A. Table of Contents.

B. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist Tarrant County in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.

C. A statement demonstrating understanding and your capability of providing the services of each section of this proposal.

D. Completed proposal forms and supporting documentation.

16. All costs associated with responding to this RFP are strictly the responsibility of the responding brokers and insurer. There is no implied or express guarantee that any broker or insurer will receive any compensation or remuneration for their response.

17. **INVOICES:** Send directly to Budget/Risk Management Department, Attention: Travis Yarbrough, Interim Risk Manager, 100 E. Weatherford, Suite 305, Fort Worth, Texas 76196-0104. Payments will be processed within thirty (30) days after receipt of invoice or service/supplies, whichever is later. **Invoices must be itemized and must reference the Tarrant County Purchase Order Number in order to be processed**.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

18. **EVALUATION CRITERIA** shall include, but is not limited to the following:

A. Premium Cost 45%

B. Policy Terms & Conditions 30%

C. Tarrant County's evaluation of vendor's ability to perform, including A.M. Best Rating and References..... 15%

D. Organization and Preparation of Proposal 10%

TOTAL: 100%

19. **REQUIRED FORMS:**

A. Original and three (3) copies.

B. Proposal Signature Form Signed, page 21.

C. Addendum Cover Page with signature (if applicable). It is the Respondent's sole responsibility to continue to review the Tarrant County website and retrieve all Addendum(s) and related documents that may be posted prior to the RFP due date.

D. Compliance with Federal & State Laws with Signature, page 23.

E. Disadvantaged Business Enterprise Form with Certifications. If you are not a DBE firm, mark Form N/A, page 18.

F. Hub Certificate (if applicable).

G. Vendor References Form. List three (3) references on the Form, pages 19 & 20.

H. Deficiencies and Deviations Form, page 24.

I. Proposal Pricing Form, $250,000/$250,000, page 26.

J. Proposal Pricing Form, $250,000/$500,000, page 27.

K. Proposal Pricing Form, $500,000/$500,000, page 28.

L. Proposal Pricing Form, $500,000/$1,000,000, page 29.

M. Proposal Pricing Form, Valuable Papers Coverage, page 30.

20. **CRIMINAL BACKGROUND CHECK:**

A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.

1. The Vendor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.

2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
4. The Criminal Background Check applies to the individual and not the Company.
5. Passing status must be maintained by Vendor personnel for the duration of the contract.

21. <u>INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION</u>:

A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:

1. **Confidentiality, Integrity, Availability (CIA)**
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

2. **Breach Notification**
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

3. **Data**
All Tarrant County data will remain in the 48 contiguous United States at all times.

4. **Right to Audit**
Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

22. There is no opportunity for remote attendance at the Pre-Proposal Conference. Respondents are not allowed to call in to attend this meeting.

SCOPE OF WORK/SPECIFICATIONS

I. Name of Insured:

Tarrant County

II. Policy Term:

Option A: December 1, 2019 to December 1, 2020

Option B. December 1, 2019 to December 1. 2020 with two (2) options to renew for twelve (12) month periods.

III. Limits of Liability:

A. Insurance Provided:

1. Blanket building and contents replacement cost coverage for the scheduled limit listed for all locations (See Exhibit A). Minimum policy limit $600,000,000 per occurrence.
2. Extra Expense coverage on all locations: $3,000,000 minimum.
3. Flood and Earthquake Coverage with an aggregate liability for loss by Flood not to exceed $100,000,000 or aggregate liability for loss by Earthquake not to exceed $100,000,000 in any single year.
4. Coverage for property in transit at a minimum $100,000 limit.
5. Media replacement coverage at a minimum $100,000 limit.
6. Mandatory Consequential Loss.
7. Vandalism and Malicious Mischief.
8. Ordinance or Law Coverage: Including Code Upgrade, Demolition and Loss to Undamaged Portion. $5,000,000 limit.
9. Debris removal.
10. Extensions of Coverage.
11. Boiler and Machinery Coverage.
12. Mandatory Cancellation and/or Non-renewal.
13. Pollution clean-up costs arising out of damage sustained from a covered peril or peril not excluded from coverage under the policy.
14. Wording to allow insured to rebuild on premises other than premises structure is located on at the time of a loss.
15. Architect’s fees.
16. Newly acquired locations - $10,000,000 per structure, up to ninety (90) days.
17. Valuable Papers coverage not to exceed amount listed in Exhibit B.
18. Certified Acts of Terrorism.

SCOPE OF WORK/SPECIFICATIONS

IV. Deductible: (Please quote all deductibles, if possible):

A. The following shall apply to each claim or loss or damage in respective loss categories indicated:

1. Sub-Limit deductible not to exceed $5,000 for scheduled valuable papers coverage

2. Sub-Limits for contents listed in Exhibit C:

a. At the WIC Clinic and leased locations less than $500,000 in total insured values, in any one occurrence: $25,000.

b. At any WIC Clinics or leased locations greater than $500,000 in total insured values, in any one occurrence: $100,000.

3. Sub-Limit deductible not to exceed $25,000 for Boiler and Machinery Losses

4. Option 1: $250,000 per occurrence as respects all other perils, plus $250,000 Wind Storm.

5. Option 2: $250,000 per occurrence as respects all other perils, plus $500,000 Wind Storm.

6. Option 3: $500,000 per occurrence as respects all other perils, plus $500,000 Wind Storm.

7. Option 4: $500,000 per occurrence as respects all other perils, plus $1,000,000 Wind Storm.

B. Any other deductibles that would apply should be listed and will be considered; this includes any deductible for Wind and Hail.

V. Appraisals on Buildings:

A. Tarrant County maintains independent appraisals on all buildings listed in Exhibit A. Appraisals are performed by Duff & Phelps. The current appraisal was performed in 2017.

B. The value listed for the Tarrant County Courthouse is taken from a historic appraisal performed by Duff & Phelps in 2017. All reports are kept in the Budget/Risk Management Office.

VI. Additional Requirements:

A. Tarrant County will receive credit for unearned premium in the event of a reduction in the limit of blanket coverage.

B. The policy must contain a provision that there will be automatic coverage for all newly acquired real and personal property. This is to include any newly constructed property, improved facilities and additional contents. Tarrant County will report same within a ninety (90) day period of acquisition or completion thereof.

SCOPE OF WORK/SPECIFICATIONS

C. In the event the insured and underwriters are unable to agree on the amount of the loss, then on written demand of either, each shall select a competent disinterested appraiser and the appraisers shall appoint a competent and disinterested umpire. The appraisers shall obtain estimates and calculate reimbursement due, and, failing to agree, shall submit their differences to the umpire. An award in writing, duly verified by any two shall determine the amount of the loss. Both parties shall pay the cost of their appraisers and the umpire shall be paid by the parties equally.

D. Tarrant County shall be notified on any rate adjustments sixty (60) days prior to any renewal of the policy.

VII. <u>Insurer Selection Criteria</u>:

A. A completed listing and description of the following insurer services, included and not included in the premium, should be provided in the proposal.

1. Loss control.
2. Facility inspection.
3. Claims adjustment.
4. Auditing.
5. Appraisal.

B. If independent firms are to be used, the names and addresses of the firms must be shown.

TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

III. POLICY GUIDELINES

A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.

B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.

C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.

1. Target goals should consider:
   - the availability of HUB firms within the specific category of goods or services to be procured; and
   - the diversity of the county's population.
2. The goals should be reviewed and amended periodically.
3. The program may apply to all County procurements including construction and professional services.
4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

2. Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.

3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.

4. Continuing to provide bid notifications to minority Chambers of Commerce.

E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.

4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.

G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.

1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.

2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.

3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.

4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy
Adopted: Court Order 64788 (December 17, 1990)
Amended: Court Order 69958 (December 7, 1993)
Amended: Court Order 99651 (December 28, 2006)
Amended: Court Order 127875 (June 19, 2018)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's Proposal process. The Tarrant County Purchasing Department will provide additional clarification of specifications, assistance with Forms, and further explanation of procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

If Respondent is already certified, attach a copy of your certification to this form and return with Proposal.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO . _____

Indicate all that apply:

_____Minority-Owned Business Enterprise
_____Women-Owned Business Enterprise
_____Disadvantaged Business Enterprise

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this Proposal. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

Failure to supply the required references will deem Respondent as non-responsive and will not be considered for the award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH PROPOSAL!

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH PROPOSAL!

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Tarrant County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Tarrant County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Tarrant County prior to the official opening of this Proposal.

Respondent hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

Signature _____X

Authorized Representative

LEGAL NAME AND ADDRESS OF COMPANY:

_____ Date _____

_____ Name _____

_____ Title _____

Tel. No. _____ FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH PROPOSAL!

Did you sign and submit all required forms?

If not, your Proposal will be rejected!

COMPANY IS:

Business included in a Corporate Income Tax Return? _____YES _____NO

_____Corporation organized & existing under the laws of the State of _____

_____Partnership consisting of _____

_____Individual trading as _____

_____Principal offices are in the city of _____

DUNS Number: _____

CAGE Code: _____

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Respondent verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Sections 2270.001(2) and 808.001 during the term of this contract. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature _____X

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH PROPOSAL.

DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to Tarrant County.

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM SHOULD BE RETURNED WITH PROPOSAL!

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ The project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

_____

_____

_____

_____

_____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Tarrant County Purchasing Department
100 E. Weatherford, Suite 303
Fort Worth, TX 76196-0104

RFP FOR MASTER PROPERTY/BOILER MACHINERY INSURANCE

PRICE PROPOSAL FORM

$250,000 PER OCCURRENCE DEDUCTIBLE ALL OTHER PERILS

AND $250,000 WIND STORM

PROPOSAL AMOUNT

OPTION A – ONE (1) YEAR

Include Flood and Earthquake, Boiler and Machinery
(Valuable Papers Coverage must be listed separately. See Proposal Pricing Form page 30 for Valuable Papers Coverage.) $_____ Rate _____

OPTION B – ONE (1) YEAR WITH THREE (3) OPTIONS TO RENEW

Include Flood and Earthquake, Boiler and Machinery
(Valuable Papers Coverage must be listed separately. See Proposal Pricing Form page 30 for Valuable Papers Coverage.) $_____ Rate _____

Tarrant County reserves the right to choose the option(s) and/or rate deemed most beneficial to the County.

Name of Respondent: _____ Title: _____

_____ Date: _____
Signature

Name of Insurance Company: _____

Address: _____

Telephone: _____ Email Address: _____

Best Rating: _____

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

RFP FOR MASTER PROPERTY/BOILER MACHINERY INSURANCE

PRICE PROPOSAL FORM

$250,000 PER OCCURRENCE DEDUCTIBLE ALL OTHER PERILS

AND $500,000 WIND STORM

PROPOSAL AMOUNT

OPTION A – ONE (1) YEAR

Include Flood and Earthquake, Boiler and Machinery
(Valuable Papers Coverage must be listed separately. See Proposal Pricing Form page 30 for Valuable Papers Coverage.) $_____ Rate _____

OPTION B – ONE (1) YEAR WITH THREE (3) OPTIONS TO RENEW

Include Flood and Earthquake, Boiler and Machinery
(Valuable Papers Coverage must be listed separately. See Proposal Pricing Form page 30 for Valuable Papers Coverage.) $_____ Rate _____

Tarrant County reserves the right to choose the option(s) and/or rate deemed most beneficial to the County.

Name of Respondent: _____ Title: _____

_____ Date: _____
Signature

Name of Insurance Company: _____

Address: _____

Telephone: _____ Email Address: _____

Best Rating: _____

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

RFP FOR MASTER PROPERTY/BOILER MACHINERY INSURANCE

PRICE PROPOSAL FORM

$500,000 PER OCCURRENCE DEDUCTIBLE ALL OTHER PERILS

AND $500,000 WIND STORM

PROPOSAL AMOUNT

OPTION A – ONE (1) YEAR

Include Flood and Earthquake, Boiler and Machinery
(Valuable Papers Coverage must be listed separately. See Proposal Pricing Form page 30 for Valuable Papers Coverage.) $_____ Rate _____

OPTION B – ONE (1) YEAR WITH THREE (3) OPTIONS TO RENEW

Include Flood and Earthquake, Boiler and Machinery
(Valuable Papers Coverage must be listed separately. See Proposal Pricing Form page 30 for Valuable Papers Coverage.) $_____ Rate _____

Tarrant County reserves the right to choose the option(s) and/or rate deemed most beneficial to the County.

Name of Respondent: _____ Title: _____

_____ Date: _____
Signature

Name of Insurance Company: _____

Address: _____

Telephone: _____ Email Address: _____

Best Rating: _____

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

RFP FOR MASTER PROPERTY/BOILER MACHINERY INSURANCE

PROPOSAL PRICING FORM

$500,000 PER OCCURRENCE DEDUCTIBLE ALL OTHER PERILS

AND $1,000,000 WIND STORM

PROPOSAL AMOUNT

OPTION A – ONE (1) YEAR

Include Flood and Earthquake, Boiler and Machinery
(Valuable Papers Coverage must be listed separately. See Proposal Pricing Form page 30 for Valuable Papers Coverage.) $_____ Rate _____

OPTION B – ONE (1) YEAR WITH THREE (3) OPTIONS TO RENEW

Include Flood and Earthquake, Boiler and Machinery
(Valuable Papers Coverage must be listed separately. See Proposal Pricing Form page 30 for Valuable Papers Coverage.) $_____ Rate _____

Tarrant County reserves the right to choose the option(s) and/or rate deemed most beneficial to the County.

Name of Respondent: _____ Title: _____

_____ Date: _____
Signature

Name of Insurance Company: _____

Address: _____

Telephone: _____ Email Address: _____

Best Rating: _____

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

PROPOSAL PRICING FORM

VALUABLE PAPERS COVERAGE

Note: Respondent shall include Premium for Valuable Papers Coverage as separate and distinct price below.

PROPOSAL AMOUNT

Valuable Papers Coverage with $2,500 Deductible $_____ Rate: _____

Valuable Papers Coverage with $5,000 Deductible $_____ Rate: _____

Name of Respondent: _____ Title: _____

_____ Date: _____
Signature

Name of Insurance Company: _____

Address: _____

Telephone: _____ Email Address: _____

Best Rating: _____

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

Please cut out and affix to the outside of your response package

TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE

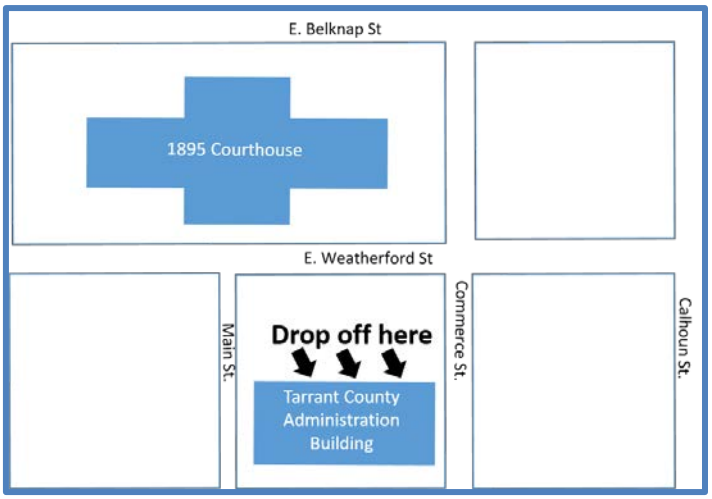
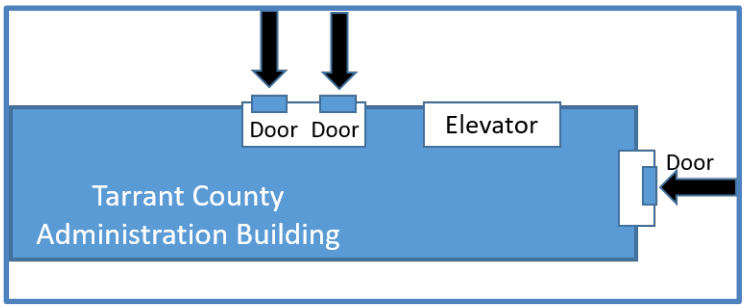
RFP No. 2019-254

RFP FOR MASTER PROPERTY/BOILER MACHINERY INSURANCE

Due Date: SEPTEMBER 26, 2019 at 2:00 p.m.

Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104

Street View



Building View