

BID B-1055SM
PROPERTY & CASUALTY INSURANCE

This is a bid for purchasing Property and Casualty Insurance for the school system. The vendors listed below have been awarded the items indicated. The award is based on the lowest bid where the specifications were met or exceeded. Exceptions, if any, are listed on the following page.

Bid #	Award	Cost
B-1055SM - Contract For Purchasing Property and Casualty Insurance for the school system	Alliant Insurance Services	\$ 79,580.00
	E2E Risk Management, Inc.	<u>806,826.00</u>
	TOTAL BID AMOUNT	\$ 886,406.00

Bid packages were sent to the following vendors (the * indicates that a response was received):

- * Alliant Insurance Services
- * Arthur Gallagher Risk Management Services, Inc.
- * E2E Risk Management, Inc.
- * Norton Agency
- * Saville

Exceptions: Recommend E2E for Property and Strive. GCPS will pay \$8,926 more than the lowest bid in order to receive better flood coverage and a much lower deductible, and \$3,216 more in Strive to pick up abuse and molestation coverage.

Bid requested by: Bob Taylor and Matthew Mills

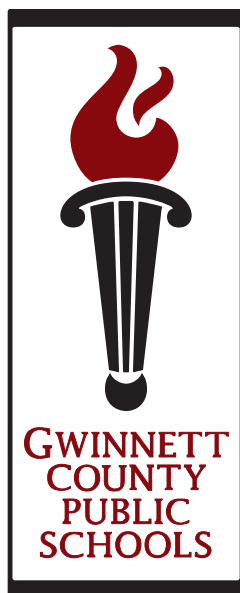
APPROVED BY

DATE

COVERAGE COMPARISON

AGENT COMPANY/COMPANIES	E2E Travelers/ACE/Hartford	Alliant AIG/AWAC	ARTHUR J. GALLAGHER Allianz/Hiscox/Great American	SAVILLE Travelers/RLI
BOILER				
Limit	\$100,000,000.00	\$100,000,000.00	\$100,000,000.00	\$25,000,000.00
Deductible	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
BOND				
Employee Dishonesty Limit	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	no quote
Deductible	\$50,000.00	\$50,000.00	\$100,000.00	
FIDUCIARY LIABILITY				
Limit	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00
Deductible	\$50,000.00	\$25,000.00	\$50,000.00	\$25,000.00
GENERAL LIABILITY - Strive only				
GL Limit	\$1M/\$3M	No Quote	No Quote	\$1,000,000.00
Emotional Distress/Mental Anguish	Yes			No
Sexual Abuse/Molestation	Yes			No
PROPERTY				
Blanket Building/Contents	Yes/\$500,000,000 Loss Limit	Yes	Yes/\$500,000,000 Loss Limit	Yes/ Blanket
Deductible	\$250,000.00	\$500,000.00	\$500,000.00	\$500,000.00
Replacement Cost	Yes	Yes	Yes	Yes
Agreed Value	Yes	Yes	Yes	yes
Flood limit/deductible	\$50,000,000/\$250,000	\$25,000,000/\$350,000	\$25,000,000/\$250,000	\$25,000,000/\$500,000
Earthquake limit/ded.	\$50,000,000/\$250,000	\$25,000,000/\$350,000	\$25,000,000/\$250,000	\$25,000,000/\$500,000
Extra Expense Limit	\$5,000,000.00	\$25,000,000.00	\$50,000,000.00	\$10,000,000.00
Cause of Construction Limit	Policy limit for additions and renovations	\$25,000,000.00	\$25,000,000.00	\$25,000,000.00
Unlicensed Equipment	.0244/\$100		Policy Limit/\$250,000 deductible	\$5,000,000.00
Garaged Automobiles limit	\$125,000,000		\$25,000,000.00	\$5,000,000.00
Flood/Earthquake garaged autos	Yes		yes	yes
Transportation	\$1,000,000	\$25,000,000.00	\$25,000,000.00	\$25,000,000.00
Newly acquired property	\$10,000,000	\$25,000,000.00	\$50,000,000.00	\$5,000,000.00
SCHOOL BOARD LEGAL/EPL				
Limit(s)	\$1,000,000.00	\$1,000,000.00	\$1M SBL; \$1M EPL	No Quote
Deductible	\$100,000.00	\$100,000.00	\$100,000 SBL/\$150,000EPL	
Retroactive Date	Full Prior Acts	Full Prior Acts	Full Prior Acts	
Non-monetary	Yes/\$100,000 limit	Depends on Pleadings	Yes	
Defense in addition to limit	No	No	no	
Back Salary	Yes	Yes	Yes	
Abuse Molestation	Covered only for EPL	Yes	No	
Mental Anguish/Emotional distress	Covered	Covered	No	
Thompson/Sweeney approved	Yes	Yes	Yes	
ADA covered	No	Not Excluded	Yes	
IDEA covered	No	Not Excluded	Yes	
Final Adjudication	Yes	Yes	Yes	
NOTES	On property, only \$1M for flood zone A		On property, layered to \$500M limit Fiduciary, SBL and EPL one policy	

INVITATION TO BID
B-1055SM PROPERTY & CASUALTY INSURANCE



**GWINNETT COUNTY
BOARD OF EDUCATION**

Dr. Mary Kay Murphy
Chairman
District III

Dr. Robert McClure
Vice Chairman
District IV

Carole Boyce
District I

Louise Radloff
District V

Daniel D. Seckinger
District II

J. Alvin Wilbanks
CEO/Superintendent

**THE MISSION OF
GWINNETT COUNTY
PUBLIC SCHOOLS**
*is to pursue excellence
in academic knowledge,
skills, and behavior
for each student,
resulting in measured
improvement against
local, national, and
world-class standards.*

437 Old Peachtree Road, NW
Suwanee, GA 30024-2978
678-301-6000
www.gwinnett.k12.ga.us

It is the policy of Gwinnett County Public Schools
not to discriminate on the basis of race, color, sex,
religion, national origin, age, or disability in any
employment practice, educational program, or
any other program, activity, or service.

The Gwinnett County Board of Education is soliciting competitive sealed bids from qualified suppliers for purchasing **PROPERTY & CASUALTY INSURANCE** as listed on the attached proposal forms.

SEALED BIDS will be received, subject to the terms and conditions as specified in the attachment and Bid Specifications Document. Bids must be delivered to the Department of Risk Management, located at 53 Gwinnett Drive, Bldg. A., Lawrenceville, GA 30045, **NO LATER THAN 2:00 PM ON JULY 28, 2010.** **IF THE BID RESPONSE IS HAND DELIVERED, PLEASE ASK FOR AND LEAVE THE BID WITH EITHER BOB TAYLOR OR DONNA PARKS.** The bid opening will be at 10:00am on July 29, 2010 at the Department of Risk Management at the location specified above.

BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE FOLLOWING INFORMATION **MARKED CLEARLY ON THE OUTSIDE OF THE PACKAGE:**

- COMPANY NAME
- BID NUMBER
- OPENING DATE AND TIME OF THE BID

IF YOU RECEIVE MORE THAN ONE BID AT A TIME (i.e. different bid numbers), PLEASE RETURN EACH IN A SEPARATE ENVELOPE. Vendors should submit one original signed bid, and two copies.

NO FAXED BIDS WILL BE ACCEPTED.

REFER TO ITEM G ON THE ATTACHED INSTRUCTIONS AND CONDITIONS FOR INFORMATION ON REQUESTING AND SUBMITTING ADDITIONAL FORMS. BIDS MUST BE FILLED IN COMPLETELY TO BE CONSIDERED.

NOTE TO VENDORS: This bid will utilize a broker qualification process to assign markets based on your qualifications and experience with Gwinnett County Public Schools. All interested parties should complete the questionnaire and return it to Bob Taylor, Dept., of Risk Management at: bob_taylor@gwinnett.k12.ga.us

THE VENDOR QUESTIONNAIRE NEEDS TO BE COMPLETED AND RECEIVED BY BOB TAYLOR IN THE DEPT. OF RISK MANAGEMENT BY JUNE 15, 2010.

ALL BIDDING OPPORTUNITIES ARE NOW POSTED ON OUR WEB PAGE at www.gwinnett.k12.ga.us. Under **Purchasing**, double click on **Bid Processing**, and to retrieve a copy of the bid, double click on

Current Bidding Opportunities. Please note that any bids posted may, at any time, have changes made to them. Please check our site periodically to note any changes. Tabulations to these bids will also be posted once an award has been made. Please allow up to two full weeks after bid before checking on bid results.

Questions regarding the bid process, should be directed to Susie Murray, Purchasing Specialist at Susie.Murray@gwinnett.k12.ga.us or by phone at 678-301-6292. Questions concerning the bid specifications should be directed to Mr. Matthew Mills at Matthew.Mills@gwinnett.k12.ga.us or at 678-301-6291.

We look forward to receiving your bid and appreciate your interest in working with Gwinnett County Public Schools.

Sincerely,

Susie Murray
Gwinnett County Public Schools
Purchasing Specialist

Gwinnett County Public Schools
Suwanee, Georgia
“INSTRUCTIONS AND CONDITIONS”

(These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.)

1. PREPARATION OF BIDS

- A. All prices and bids must be typed or neatly handwritten.** No erasures are permitted. Errors may be crossed out and corrections typed adjacent and must be initialed in ink by the person signing the bid.
- B. Brand names and numbers when given in bids are for reference to establish a quality standard unless “no substitution” is stated in the specifications.** Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal in quality. Specifications used are intended to be open and nonrestrictive. When no reference or change is made on proposal by bidder, it is understood that the specific item named on the proposal shall be furnished by the bidder. If bidding on other than the make, model, brand or number shown, and offered as an equal, complete technical information, specifications, manufacturer’s name, catalog reference and a catalog cut must be attached to the proposal letter. Failure to include the supportive information will result in the item automatically being rejected. The Board, through its Purchasing Agent, shall be the sole judge in making determination as to the quality. All decisions shall be final.
- C. Quote on each item separately.** All or nothing bids, items or groups based on other items or other bids, will not be considered. **Prices must be stated in units specified** in the bid in order to be considered. Prices are intended to be valid and to remain unchanged for the duration of the contract period.
- D. Time of delivery is part of the bid and must be adhered to.** If it is impossible to meet the delivery specified in the bid, bidder shall state the best delivery possible in the space provided on the Bid Request. Time shall be stated in days and days shall mean “calendar days”.
- E. All bids must be signed by a responsible officer or employee.** The firm name and telephone number must be shown. Obligations assumed by such signature must be fulfilled.
- F. Telephone/fax bids in lieu of this form will not be accepted.**
- G. An electronic price worksheet will be provided online to prospective bidders. Price data submitted by bidders must be provided on a CD. Electronic media shall be clearly identified and labeled including the vendor name,**

**Gwinnett County Public Schools
Suwanee, Georgia**

name of the bid and number, and date. Electronic media must be placed in a protective sleeve. Electronic price worksheets shall be in Microsoft Excel 2007 or more recent format and shall allow for sorting on any of the fields indicated on the spreadsheet.

Bidders should also submit paper documents printed from the electronic media to provide a backup for the electronic media. Submission of bid pricing and terms on electronic media does not replace paper bids. Both paper and electronic bids must be submitted. Information contained on electronic media shall prevail over information submitted on printed bid price sheets, unless it is apparent that such information on the electronic media is not accurate or is erroneous and this can be verified independently. Failure to submit both paper and electronic versions of bid pricing may result in the overall bid being rejected.

2. SUBMISSION OF BIDS

- A.** Each bid must be submitted on the enclosed form in a sealed envelope with **the company name, opening date and time, and bid number printed on the outside of the envelope.**
- B.** Bids, modifications to bids or corrections on bids received after the opening time specified will not be considered. The Board will not be responsible for lateness of receipt due to mail delays.

3. AWARDS

- A.** Awards will not be made to a vendor for less than \$500.00 when there are multiple awards on a bid.
- B.** Bidders agree that their bids are subject to acceptance at anytime within 30 days after opening, unless otherwise stipulated in the bid.
- C.** Bid tabulations shall be accessible online 24 hours after the scheduled bid opening.
- D.** The Board may place additional orders or increase quantities at quoted prices in excess of the original bid with the consent of the bidder and for such period of time as may be agreed upon between the Board and the bidder.
- E.** The Board may accept or reject any or all bids or part of bids and may waive informalities, technicalities and irregularities. The judgment of the Board on such matters shall be final.
- F. CONTRACT:** The Request for Bid, Bidder's Response and a Purchase Order or Contract and its attachments, either attached hereto or by reference, when

**Gwinnett County Public Schools
Suwanee, Georgia**

received by the successful bidder, shall constitute (1) a binding Contract on the terms set forth herein, and (2) the entire Contract, and it is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

4. AUTHORIZED PURCHASES

All purchases, whether for products or services, must be supported in advance by an official hard copy purchase order, valid purchase order number or GCPS authorized Visa purchasing card. The Gwinnett County Board of Education will not be bound by any unauthorized purchases.

5. DELIVERY TERMS

Prices quoted shall be based on F.O.B. delivery our warehouse except where installation is required. Where installation is required, prices are to include all necessary wiring, connecting, leveling, piping, uncrating, moving and all other changes incurred in placing the equipment in operation, unless otherwise specified.

All merchandise requiring installation and which is shipped F.O.B. job site must be received by the successful vendor's regularly employed personnel and the equipment stored in the area designated by the owner's representative. The Board will not assume responsibility for any items which require installation until it is completely installed and demonstrated to the appropriate school officials.

6. SHIPPING AND MARKING

A. All merchandise will be received in our warehouse on weekdays between the hours of 7:00 A.M. and 3:00 P.M. Where two or more items are packaged together, their combined weight shall be no more than two thousand (2,000) pounds.

B. MARKING: Include packing list in each shipment. Packing list must show Gwinnett County Board of Education Purchase Order Number, Contents and Shipper's Name and Address, mark packing list and Invoices covering final Shipment "Order Completed". If no packing list accompanies the shipment, the Buyers count will be accepted. Mark (upper left corner) or each package (box, crate, barrel, bundle, piece) clearly with (1) Shipper's name and address, (2) Contents, (3) Board of Education Purchase Order Number, and (4) Bill of Lading or Express Receipt and on every package the marking specified above, will obligate Shipper for any and all extra cost incurred, including drayage or demurrage.

**Gwinnett County Public Schools
Suwanee, Georgia**

7. SAMPLES

Samples, when required, must be furnished at the Bidder's expense to the Board. **Samples must be tagged with the bidder's name and Bid Number.** Samples not used or destroyed in testing will be returned to the bidder at his request and at his expense.

The Board will assume no responsibility for items destroyed or stolen when being tested.

8. INVOICES

All invoices must show the purchase order number, the item number, and should be mailed to Gwinnett County Public Schools, Finance Department, 437 Old Peachtree Road, NW, Suwanee, Georgia 30024-2978.

9. PAYMENT

PAYMENT IN FULL will be made by the Board of Education when an invoice is received indicating that the goods and/or services have been delivered. The Board of Education will also make **PARTIAL PAYMENT** when partial shipment is received, as long as an invoice is received indicating partial delivery.

10. DEFAULT

In the event any property or service to be furnished by the bidder under a Contract or purchase order should for any reason not conform to the specifications contained herein, or to the sample submitted by the bidder with his bid, the Board may reject the property or service. Then, in which event, with specific instructions from the Director of Purchasing, the bidder shall immediately remove the property without expense to the Board and replace all rejected property with such property or service conforming to the specifications or samples.

Should the bidder default in the performance of the foregoing paragraph, the Board may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the bidder, the difference between the contract price and the actual cost of the property to be replaced or substituted. Price paid by the Board of Education in such event shall be the prevailing market price at the time the substitute purchase is made.

**Gwinnett County Public Schools
Suwanee, Georgia**

11. COMPLIANCE

All property or services furnished must comply with all applicable Federal, State and Local Laws, Codes and regulations. Successful Bidders must obtain County Permits where necessary.

12. RIGHTS AND REMEDIES

The rights and remedies of the Board provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

13. BIDDERS EVIDENCE OF RESPONSIBILITY

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the items offered satisfactorily and expeditiously and that they are authorized dealers and can provide necessary services and warranties for items they propose to furnish.

14. SUCCESSFUL BIDDERS

Successful Bidders will be responsible for seeing that all County Inspection Codes are complied with as regarding (1) electrical, (2) gas and (3) water fittings and outlets. **Field Checks** for exact measurements of all spaces for items to be furnished will be the responsibility of the successful bidder. This is to insure proper fitting of all items in the space provided. **Shop Drawings**, if applicable, will be prepared and three (3) copies will be furnished to the Board of Education Purchasing Department, before work is begun.

15. RESPONSE

Failure to respond to Invitation to Bid (submission of bid, or written notice that vendor is unable to bid on this particular request but wishes to remain on the active bidder's list for this particular item) will be understood by the Board of Education to indicate a lack of interest and concurrence in the removal of the vendor's name from the Board's mailing list.

16. DEBARMENT STATUS

By submitting their bid or proposal, all vendors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

**Gwinnett County Public Schools
Suwanee, Georgia**

I THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE READ THE BID DOCUMENT IN ITS ENTIRETY AND AGREE TO CONFORM TO ITS EVERY REQUIREMENT. I FURTHER ACKNOWLEDGE THAT FAILURE TO PREPARE, SUBMIT, OR EXECUTE THIS BID IN THE EXACT MANNER REQUESTED WILL BE JUST CAUSE TO REJECT ANY OR MY ENTIRE BID.

COMPANY NAME: _____

BY: _____
(PRINT NAME)

(SIGNATURE)

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

THE ABOVE ACKNOWLEDGMENT MUST BE PROPERLY SIGNED AND FIRMLY ATTACHED TO YOUR BID. THIS ACKNOWLEDGMENT BECOMES A PART OF YOUR BID AND WITHOUT IT YOUR BID IS NOT COMPLETE AND WILL BE SUBJECT TO REJECTION.

Gwinnett County Public Schools
Suwanee, Georgia
BID PROTEST PROCEDURE

This bid protest procedure applies to challenges to the awarding of bids or contracts by the Purchasing department of the Gwinnett County Public Schools.

If the protesting party does not submit a bid or proposal the protest must be submitted prior to the date of the bid opening, or prior to the date on which the RFP proposal or quote is due to be received by the Board. Any protests received after those dates will not be reviewed and considered and will be dismissed as untimely.

For those protestors who did submit a bid or RFP response, their protests must be filed within seven days after the protesting party knew or should have known of the facts giving rise to the protest. However, no protest will be accepted that is filed more than seven days after the date the notice of award of the contract is posted on the Purchasing Department of the Gwinnett County Public Schools website. Untimely protests will be dismissed.

The date of filing is the date the protest is received by the Purchasing Department. A protest must be in writing and must be sent to Gwinnett County Public Schools, Purchasing Department, 437 Old Peachtree Road, NW, Suwanee, Georgia 30024 Attn: Director of Purchasing.

Each protest must specify the reasons the protesting party believes that the solicitation or award was improper. Issues not raised in the written protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant. If the contract has been awarded, the Purchasing Department shall notify the successful bidder or contractor of the protest. If the protest is received before the contract is awarded and substantial issues are raised by the protest, all bidders and offerors who appear to have a substantial and reasonable prospect of winning the award shall be notified of the protest and the reasons for the protest and they may file their position on the issues with the Purchasing Department, in writing, within five days after receipt of notice of the protest.

Upon the filing of a protest, further action on the solicitation or award shall be stayed, or if the protest is timely received after the award, performance of the contract should be suspended until the protest is resolved. The Purchasing department may, however, determine that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Board. In such case, if the Director of Purchasing determines that the protest is clearly without merit or will substantially harm the Board and does not stay the procurement, he shall immediately issue the decision.

Gwinnett County Public Schools
Suwanee, Georgia

Within 15 days of the receipt of a protest, the Purchasing Department will issue a response. The response may include any documents or information that the contracting officer or Director of Purchasing deems relevant to the protest. If additional time is required to investigate the protest, he shall inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent. Unless an extension of time has been agreed to, the Director of Purchasing shall issue a final written determination stating the reasons for the decision within 60 days of the date the protest was filed.

The Purchasing Department shall send a copy of the decision to the protesting party and any other person determined to be affected by the decision. If the protest is denied, the decision shall inform the protesting party of its right to file an appeal. The appeal will need to be sent to Gwinnett County Public Schools, Business and Finance Division, 437 Old Peachtree Road, NW, Suwanee, Georgia 30024 Attn: Chief Financial Officer, and received within 15 days of the mailing date of the decision.

**Gwinnett County Public Schools
Suwanee, Georgia**

TO ALL PROSPECTIVE VENDORS:

Because of the many requests to be placed on our vendors' lists, we are continuously updating them. While we want to include all bona fide vendors, we do not want to send notifications to those vendors who may no longer be interested in participating in our solicitation procedure.

If you do not choose to respond to the attached Request for Proposal, please fill in the form below indicating whether or not you want to be retained on our current vendors' list.

Vendors who do not respond in any way (by either submitting a proposal or by returning the form below) over a period of one year will be removed from the vendors list.

If you desire to submit a "NO BID", please indicate by checking one or more of the reasons listed below. (Please indicate No Bid with Bid Number.) Return to Gwinnett County Public Schools, 437 Old Peachtree Road, NW, Suwanee, GA 30024-2978, Attention Purchasing Specialist, Susie Murray or fax to 678-301-6284.

- Unable to bid at this time. Would like to receive future bids.
- Do not offer this product or service; remove us from this item only.
- Remove us from your Bidder's List.

This page must be returned only if you are not bidding.

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

COMPANY NAME

BID NUMBER

RE-ISSUE

GWINNETT COUNTY PUBLIC SCHOOLS

BID SPECIFICATIONS

FOR

PROPERTY & CASUALTY INSURANCE

BIDS TO BE RECEIVED BY 2:00 P.M., WEDNESDAY, JULY 28, 2010

FOR

GWINNETT COUNTY PUBLIC SCHOOLS

DEPARTMENT OF RISK MANAGEMENT

BOB TAYLOR

53 GWINNETT DRIVE

LAWRENCEVILLE, GA 30046

SPECIAL NOTE TO BIDDERS

Be sure to check the bid posting online at www.gwinnett.k12.ga.us and select "Purchasing", then "Bid Processing", and then "Current Bidding Opportunities". The bid specifications, and any amendments or updates will be posted at this location. It is the vendor's responsibility to ensure they have received all relevant and current information regarding this bid.

For information related to the bid process, award criteria, and general information please contact:
Matthew Mills, Asst. Director of Purchasing. matthew_mills@gwinnett.k12.ga.us

For information regarding insurance coverage, forms, data, and proposals, please contact the consultant working with GCPS on this bid at insrevmgt@bellsouth.net.

In addition, all requests for additional information, or formal questions regarding this bid must be made in writing, and emailed to: matthew_mills@gwinnett.k12.ga.us

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
General Conditions	3
Insurance Policy Schedule	5
Requested Special Endorsements	6
Unauthorized Insurance Companies	7
Boiler & Machinery	8
Fidelity Bonds	10
Fiduciary Liability	11
Auditor's Opinion	12
General Liability	13
Property Insurance	15
Property Schedule	16
School Board Liability	17
Unlicensed Equipment Floater	18
Unlicensed Equipment Schedule	19
Loss Data	20
Bid Forms Cover Sheet	21
Instructions Regarding Use of Bid Forms	22
Bid Forms	P-1 to P-14

GENERAL CONDITIONS

1. The following data pertaining to insurance has been compiled by our insurance consultant, Insurance Review & Management Inc., and is intended to form the basis for the Gwinnett County Public Schools (GCPS) property and casualty insurance for the year beginning July 1, 2010.
2. The Named Insured is to be amended to include: the Gwinnett County Board of Education a/k/a Gwinnett County Public Schools, all employees, volunteers and student teachers.
3. The term of this bid is for one year, with an option to renew up to two additional years, for a total potential term not to exceed three years unless the service or cost becomes unacceptable or unwarranted.
4. In order to allow all bidders to use the same information, requests for information will not be honored after ***Wednesday, July 21, 2010.***
5. It is critical that the Gwinnett County Public Schools Risk Management be kept apprised of developing claims experience under all policies. Therefore, it is a condition that an itemized listing of losses is provided in duplicate to the administration on a quarterly basis. The report should be cumulative to year end, and should include at least date of accident, description, kind of insurance, whether claim open or closed, and estimated incurred value as of date of report. This report should be updated annually for at least two years following the expiration of the policy.
6. This material in this bid package contains, first, coverage and underwriting data; and second, bid sheets to be used in presenting the bids.
7. Alternatives or substitutes in addition to those requested for any part of the program are invited as long as they are identified and the reason for the change is indicated.
8. All data has been collected from sources believed to be accurate, and represents the best information available at this time; however, it is not warranted that all information is correct and respondents should assure themselves on any material they question.
9. It is understood that applications may be required in some instances, but it is requested that bids be provided based on the information contained in the Bid Specifications. Applications will be completed after the award of the insurance.
10. It is mandatory that the bid forms in the Bid Specifications be used. The bid must include the answer to all questions, and must include the name of a person who can be contacted in the event of any question on the bid. Failure to use the bid forms may disqualify the bid. Your attention is especially directed to the conditions and coverage questions.

11. All bids must include copies of the policy forms and endorsements, unless such material can be identified by title and Insurance Services Office form number and is generally available. GCPS reserves the right to request copies of any form not submitted. Companies submitting renewal bids are not required to furnish policy forms unless there is a change in the form.
12. Each bid must include the name of the insurance carrier and its most recent Best's rating. All coverages must be in compliance with the Georgia Statutes. The insurance company must have a Best's rating of **A-, Class VI** or better. For self-insurance funds, a complete copy of the most recent financial report filed with the Insurance Department **must** be included.
13. Bids are to be received by **2:00 P.M. on Wednesday, July 28, 2010 at** Gwinnett County Public Schools, Attention: Risk Management Department, 53 Gwinnett Drive, Lawrenceville, Georgia 30045. Vendors should submit one Original signed bid, and two copies.

Bids received after this time and date will not be opened or considered.

Bids will be opened at the Department of Risk Management at the address listed above on Thursday July 29, 2010 at 10:00am EDT.

Bids should be in a sealed envelope marked **"Insurance Proposal"** in the lower left corner. Gwinnett County Public Schools accepts no responsibility for the premature opening of envelopes that are not properly marked. Gwinnett County Public Schools accepts no responsibility for delays in the mail.

14. Payment terms for any and all plans and options should be included with bids.
15. All agents/brokers are required to provide evidence of insurance of at least \$500,000 of Errors and Omissions coverage.
16. For information concerning the Bid Specifications please email any questions to:

Matthew Mills
Assistant Director of Purchasing
437 Old Peachtree Rd., NW, Suwanee, GA 30024
matthew_mills@gwinnett.k12.ga.us

17. The Gwinnett County Board of Education requires the choice of outside counsel (Thompson/Sweeney), provided same is approved by the carrier and not otherwise in conflict.
18. Gwinnett County Public Schools reserves the right to: (a) reject any and all bids; (b) accept any alternative bid presented which, in its opinion, would best serve the interest of GCPS; (c) give full and proper consideration to the reputation, knowledge, experience and servicing facilities of the insurance agency presenting the bid; (d) waive any formality or informality in the bid submission; (e) select the agency of their choice, if more than one bid is offered on behalf of the same insurance company.

19. **KEY DATES:**

June 15, 2010 – Vendor Questionnaires are due to be sent to Bob Taylor, Dept. of Risk Management.

July 21, 2010 – Last day to submit questions regarding this bid.

July 28, 2010 – Bids are due to be received at the Dept. of Risk Management by 2:00pm EDT.

July 29, 2010 – Bid Opening, Dept. of Risk Management at 10:00am EDT.

INSURANCE POLICY SCHEDULE

(see file)

REQUESTED SPECIAL ENDORSEMENTS

ENDORSEMENT NO. 1

NOTICE OF CANCELLATION ENDORSEMENT

IT IS AGREED THE CANCELLATION CONDITION OF THE POLICY IS AMENDED TO PROVIDE THAT, WITH RESPECT, TO CANCELLATION BY THE COMPANY, EXCEPT FOR CANCELLATION FOR NONPAYMENT OF PREMIUM, THE EFFECTIVE DATE OF CANCELLATION SHALL BE NOT LESS THAN 90 DAYS AFTER THE MAILING OF NOTICE THEREOF.

IT IS FURTHER AGREED THAT THE COMPANY WILL GIVE THE INSURED NOT LESS THAN 90 DAYS NOTICE OF ITS INTENT NOT TO RENEW THIS POLICY.

ENDORSEMENT NO. 2

NOTICE OF OCCURRENCE ENDORSEMENT

IT IS AGREED THAT THE CONDITION ENTITLED "INSUREDS DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT" IS AMENDED TO READ:

INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

- (A) IN THE EVENT OF AN OCCURRENCE WRITTEN NOTICE CONTAINING PARTICULARS SUFFICIENT TO IDENTIFY THE INSURED AND ALSO REASONABLY OBTAINABLE INFORMATION WITH RESPECT TO THE TIME, PLACE AND CIRCUMSTANCES THEREOF, AND THE NAMES AND ADDRESS OF INJURED AND OF AVAILABLE WITNESSES, SHALL BE GIVEN BY OR FOR THE NAMED INSURED TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS AS SOON AS PRACTICABLE AFTER THE SUPERINTENDENT HAS ACTUAL KNOWLEDGE OF THE OCCURRENCE.

IF, HOWEVER, A CLAIM IS LATE BEING REPORTED, THE CLAIM WILL NOT BE DENIED UNLESS THE LATENESS PREJUDICES THE INTEREST OF THE COMPANY.

IT IS FURTHER AGREED THAT NOTICE TO THE AGENT/BROKER REPRESENTS NOTICE TO THE COMPANY.

ENDORSEMENT NO. 3

UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT

IT IS AGREED THAT FAILURE OF THE INSURED TO DISCLOSE ALL HAZARDS EXISTING AS OF THE INCEPTION DATE OF THE POLICY SHALL NOT PREJUDICE THE INSURED WITH RESPECT TO THE COVERAGE AFFORDED BY THIS POLICY PROVIDED SUCH FAILURE OR OMISSION IS NOT INTENTIONAL.

ENDORSEMENT NO. 4

OVERLAP ENDORSEMENT

IN THE EVENT OF A DISPUTE BETWEEN TWO OR MORE INSURERS AS TO WHICH POLICY OR POLICIES APPLY(IES) TO AN INSURED LOSS, THIS COMPANY SHALL INDEMNIFY THE NAMED INSURED FOR ANY LEGAL OR OTHER EXPENSES INCURRED BY THE NAMED INSURED IN DETERMINING WHICH INSURER(S) BEAR(S) LEGAL RESPONSIBILITY FOR THE LOSS. HOWEVER, SUCH INDEMNIFICATION SHALL BE MADE ONLY IF IT IS DETERMINED THAT PAYMENT OF SAID LOSS SHALL BE PAID UNDER THIS POLICY. IF SUCH LOSS IS SHARED BY MORE THAN ONE INSURER INDEMNIFICATION SHALL BE PROPORTIONAL TO PAYMENT OF THE LOSS.

UNAUTHORIZED INSURANCE COMPANIES

Georgia Surplus Lines Insurance Law places restrictions on the use of unauthorized insurance companies.

To submit a bid for an unauthorized insurance company, the following conditions must be satisfied:

1. The agent has made a diligent effort without success to procure the insurance from at least three insurers who are authorized to transact, and are actually writing this type of insurance in Georgia.
2. The Agent knows of no other authorized insurer that would offer a bid.
3. That the agent has not procured the bid for the purpose of securing advantages either as to:
 - (a) a lower premium rate than would be accepted by an authorized insurer; or
 - (b) terms of the insurance contract.

In accordance with the spirit of the law, Gwinnett County Public Schools will not accept a bid from an unauthorized insurer if a bid from an authorized insurer is offered.

BOILER & MACHINERY INSURANCE

COVERAGE:

Comprehensive boiler policy covering all boilers, pressure vessels, mechanical and electrical equipment except production machinery.

LIMITS OF LIABILITY:

\$25,000,000 Each Accident minimum
\$100,000 Ammonia Coverage

ENDORSEMENTS:

1. Special Endorsements 1, 2, and 3.
2. Joint Loss Agreement if Boiler & Machinery and Property are not written by the same insurance company.

DEDUCTIBLE:

\$10,000

NOTE:

Gwinnett County Public Schools requires that all boilers will be inspected and reports filed with the Department of Labor within 30 days of expiration of the Inspection Certificate.

LOSS DATA:

No losses in the past five years.

Boiler & Machinery Master List

(see file)

FIDELITY BONDS

COVERAGE:

A fidelity bond is desired for all employees and officials, excluding those officials required to provide individual bonds. The bond form should be the Gwinnett County Public School Employee Blanket Bond to include faithful performance. A separate bond is required of the Superintendent.

ENDORSEMENTS:

1. Special Endorsements 1 and 3 on page 7.
2. Modification of prior dishonesty exclusion to only apply if the prior dishonest act involved more than \$10,000.
3. Modification of inventory shortage exclusion to allow inventory records to prove amount of loss if loss can be proven independent of inventory records.
4. The principals are included in the underwriting data and they are to be included in the blanket bond, even though they are required by law to be bonded.

LIMITS OF LIABILITY:

1. Public Employee Blanket Bond - \$5,000,000
2. Superintendent's Bond - \$300,000
3. Safe Burglary - \$10,000

DEDUCTIBLE:

\$50,000 – Employee Blanket Bond
\$1,000 – Safe Burglary

LOSS DATA:

No Losses in the past five years

UNDERWRITING DATA:

See Attached. Financial reports

Annual audits are conducted.

Please refer to the electronic application for additional underwriting information.

FIDUCIARY LIABILITY

COVERAGE:

Gwinnett County Public Schools desires protection for fiduciary liability imposed by ERISA resulting from their errors and omissions created by the administration of the employee pension plan.

LIMITS OF LIABILITY:

\$5,000,000 per incident

DEDUCTIBLE:

\$25,000

ENDORSEMENTS:

1. Special endorsements 1 and 3.
2. Named Insured should be the Gwinnett County Board of Education Retirement System, Disability Insurance Trust Fund, the Gwinnett County Board of Education, the Administrative Committee and Gwinnett County Public Schools.

LOSS DATA:

No known losses in the past five years.

UNDERWRITING INFORMATION:

The Gwinnett County Board of Education Retirement System was established August 16, 1982, to become effective January 1, 1983. At that time, the Gwinnett County Board of Education ended participation in the Social Security system.

The Plan is a single-employer, defined-benefit combination retirement and disability benefit plan. All full time employees, except students, seasonal, and intermittent workers of the Gwinnett County Board of Education are participants in the Plan. Plan participants are also participants in either the Teachers Retirement System of Georgia or the Public School Employee's Retirement System.

Please refer to the electronic application attached for further underwriting information.

AUDITOR'S OPINION

(see file)

GENERAL LIABILITY INSURANCE

COVERAGE:

Gwinnett County Public Schools has elected to self insure the liability exposures of its operations under a defined “defense and indemnity” plan. They do carry a policy for the system’s Strive program.

ENDORSEMENTS:

1. Special Endorsements 1, 2, 3, and 4 on page 7.
2. The Named Insured is to be amended to include:
 - (a) Gwinnett County Public Schools and/or Gwinnett County Board of Education, and;
 - (b) while acting within the scope of their duties:
 - (1) any member of the Governing Body of the Named Insured;
 - (2) any member of Boards;
 - (3) any elected or appointed officer of the Named Insured;
 - (4) any employee or authorized volunteer of the Named Insured.
3. Amendment of Pollution Exclusion – Exception for Building Heating Equipment.
4. Additional Interest – Managers or operators of leased premises

LIMITS OF LIABILITY:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage	\$500,000 Any One Fire

LOSS DATA: (No losses under current designated locations policy)

GENERAL LIABILITY RATING DATA

(see file)

PROPERTY INSURANCE

COVERAGE:

Insurance is to be provided on an "all risk" basis with blanket coverage (preferred) or loss limit for buildings, furniture, books, equipment, and supplies including property in transit. Flood & Earthquake perils are to be included. The definition of property should include all buildings, contents, data processing, contractors and miscellaneous equipment, and licensed vehicles at terminal garaging locations.

LIMITS:

Valuation is to be on a replacement cost basis with no coinsurance or exclusions for certain parts of the building, such as below ground foundations. Neither should there be any limitation on certain property, such as a limit per pane on glass, or similar limits. The current policy is on a \$500,000,000 loss limit. We prefer blanket, if possible.

DEDUCTIBLE:

\$500,000 per occurrence primary property
\$250,000 Flood/Earthquake
\$10,000 per occurrence for perils subject to the sublimits listed below other than Flood/Earthquake.

ENDORSEMENTS:

1. Special Endorsements 1 and 3.
2. Agreed Amount Endorsement.
3. Replacement Cost Coverage for all buildings and contents.
4. Joint Loss Agreement if Property and Boiler & Machinery are not written by same insurance company.
5. Valuable Papers & Records - \$1,000,000
6. Extra Expense – 50,000,000
7. Flood coverage with an Aggregate Limit of \$25,000,000 (Note limitations).
8. Earthquake coverage with an Aggregate Limit of \$25,000,000
9. Miscellaneous unnamed locations - \$25,000,000
10. \$25,000,000 each item for course of construction; transit; off premises services interruption;
11. \$2,500,000 each for money/securities; fine arts; unscheduled animals; unscheduled watercraft;
12. \$5,000,000 per occurrence for flood/earthquake for licensed vehicles and unlicensed equipment.

UNDERWRITING INFORMATION

Please refer to the attached files for property.

LOSS DATA:

Please refer to loss data. One large flood loss occurred in 2009 that should finalize at about \$2,800,000.

PROPERTY SCHEDULE
(see file)

SCHOOL BOARD LIABILITY

COVERAGE:

Gwinnett County Public Schools desires broad protection for the system, elected or appointed board members, administrators, teachers, student teachers and volunteers. An "occurrence" form is desired, but consideration will be given to a claims-made form. The policy should also provide broad coverage for employment practices liability.

LIMITS OF LIABILITY:

\$1,000,000 per occurrence or per claim
\$2,000,000 option
\$5,000,000 option

DEDUCTIBLE:

\$100,000 per incident.

ENDORSEMENTS:

1. Special endorsements 1, 3 and 4.
2. Named Insured should be the Gwinnett County Board of Education and Gwinnett County Public Schools; all administrators, employees, volunteers, and student teachers.
3. Coverage for Board decisions regarding campus safety policies and procedures.
4. Coverage for the Board and employees regarding hiring, training, supervising, etc. of employees regarding claims of sexual abuse/molestation.
5. Gwinnett County Public Schools requires the ability to select its own Legal Counsel.

LOSS DATA:

See attached loss runs.

UNDERWRITING DATA

See attached electronic files and application

UNLICENSED EQUIPMENT FLOATER

COVERAGE:

All Risk physical damage insurance on the equipment listed on the following pages. This should be incorporated into the master property policy.

ENDORSEMENTS:

1. Special endorsements 2 and 3.

DEDUCTIBLE:

Actual Cash value less \$10,000 deductible.

LOSS DATA:

No known losses in the past five years.

UNLICENSED EQUIPMENT SCHEDULE

(see file)

LOSS DATA

BID FORMS

Please Check Which Coverages are Being Bid:

- Boiler & Machinery
- Fidelity Bonds
- Fiduciary Liability
- General Liability
- Property
- School Board Liability
- Unlicensed Equipment
- Workers Compensation

BIDS TO BE RECEIVED BY: 2:00 P.M., WEDNESDAY, JULY 28, 2010

GWINNETT COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
437 OLD PEACHTREE RD., NW
SUWANEE, GA 30024

NAME OF AGENCY: _____

ADDRESS _____

BY: _____

PRINT NAME & TITLE: _____

AREA CODE & PHONE #: _____ AREA CODE & FAX #: _____

IMPORTANT NOTICE

Failure to use these bid forms may **disqualify** your bid. Use only the bid forms supplied for **this** bid package. **Do not substitute** pages from any other bid package.

Bids are to be submitted in **duplicate**.

Answers such as "See Policy", "See Attached", "See Proposal", "See Policy Forms", "See Specimen Policy", etc., or leaving the question blank are **not acceptable**. Most questions require a simple yes or no answer, and if clarification is needed, a **complete** explanation should be provided.

In addition, answers such as "**Included**" after the premium are **not acceptable**. Please indicate an amount for **each** coverage, or specify **which** coverage the premium is included in (i.e. "**Included in Property**" or "**Included in Auto Liability**").

INSTRUCTIONS REGARDING USE OF BID FORMS

The bid forms have been prepared to provide interested parties with a checklist of items and to assure prompt and accurate consideration of all bids. It is, therefore, mandatory that the "bid forms" be used.

The bid forms must include all essential information. The cover page of this bid should include the name of a person who can be contacted in the event of any question on the bid. Failure to use the bid forms may disqualify the bid.

Your attention is particularly called to the need to attach or indicate policy forms. In the case of special types of coverage it is essential that a specimen copy of the proposed policy and all endorsements be included.

Premiums must include all charges - e.g., all commissions, service fees, interest charges, claims handling fees, etc. Annual premiums should be shown.

It is not necessary that you make a bid on all options or coverages.

If you wish to make a bid in addition to one of the specified options, it will be considered; however, you should prepare a bid form for it, using the same format and including the same information as on the prepared bid form for the coverage included in this packet.

Please make sure that the following question on the Bid Pages is answered correctly:

How will this coverage be written? Indicate a, b or c. If the answer is "c", please indicate which coverage(s) it can be added to.

- (a) Stand-Alone - does not have to be written with any other coverages
- (b) Total Package - Cannot Be Split
- (c) Contingent - Cannot Stand-Alone, but can be Added to another coverage.

Stand-Alone means that the coverage can be written on its own, and **does not** have to be written with any other coverage.

Total Package means that this coverage is part of a total package bid, and cannot be unbundled.

Contingent means that the coverage cannot stand alone, but if it is desired, it **must be** written in conjunction with another specified coverage.

AGENT BROKER QUESTIONNAIRE

1. Name and address of firm _____

2. Name of individual servicing the account _____
3. Is the firm or the servicing agent a Gwinnett County Tax Payer?
4. Have you worked with Gwinnett County Public Schools in the past? Describe.
5. Describe your experience in working with a large self-insured public entity.
6. Number and name of clients with self-insured Workers Comp programs.
7. Describe your experience working with other school insurance programs including school district names. (Include work with other public entities as well).
8. Has an error or omissions claim ever been filed against you or the firm?
9. List the primary carriers represented that write public school business.

Questions 3 – 9 will be scored on a 0-10 basis. Scoring will be used to assign markets. Incumbents will retain current market assignments with other markets assigned according to the final scoring order. Because of the limited number of markets available only the top five scorers will be assigned markets.