

**- REQUEST FOR PROPOSALS -
"LIABILITY INSURANCE"**

TOWN OF NEW LISBON, NEW YORK

Release Date: February 9, 2022

I. Purpose

The Town of New Lisbon, New York, (the "Town") is seeking proposals for an insurance agency to provide general liability insurance for the Town, including but not limited to insurance coverage for real property, buildings, vehicles, and equipment, as further elaborated below. Additionally, the agency is requested to provide risk control services and other insurance-related support.

II. Submission of Proposals

Proposals must be submitted in writing to Ms. Charlene Wells, New Lisbon Town Clerk, 829 County Highway 16, Garrattsville NY 13342, no later than 4:00 PM on **April 8, 2022**.

Bids must be (1) contained in a sealed envelope marked, "Proposal: Liability Insurance" (submission on recycled paper is appreciated) or (2) in a .pdf file suitable for printing on standard 8.5x11 paper that is attached to an email having the subject line, "Confidential Proposal: Liability Insurance," and that is addressed to and received by Ms. Wells at charlene_r_wells@yahoo.com. Confirmation of receipt by telephone (607-965-8508) or email is recommended.

Prospective submitters of proposals are invited to inspect the real property, buildings, vehicles, and equipment prior to submission of proposals, by appointment.

Prospective submitters of proposals are invited to inspect the Town's current general insurance policy, by appointment. A .pdf copy of the current policy will be provided to prospective submitters upon request.

Submitters are requested to include the non-collusion certification attached as Appendix B.

III. Background

The Town's current insurance policy, which is written by Tokio Marine HCC, expires May 9, 2022.

The Town's current policy covers, in brief, buildings and personal property (limit: \$1,045,896, deductible: \$1,000), town equipment (limit: \$791,734), general liability coverage (\$1,000,000/\$3,000,000), auto coverage (combined single limit: \$1,000,000), umbrella liability (\$1,000,000/\$3,000,000), and crime (\$250,000).

The Town owns six parcels of real property bearing Otsego County Tax Parcel Numbers

- 157.00-1-19.03 (CH16)
- 158.00-1-15.00 (CH16)
- 158.00-1-50.00 (Backus Rd)
- 157.02-1-34.00 (CH16)
- 157.02-1-46.00 (SH51)

157.02-1-11.00 (SH51).

The Town owns four buildings, all of which are covered individually for their respective replacement values as follows:

Building	Location	Tx Map #	Building Limits (11/1/2017)
Town Hall	908 County Hwy 16, Garrattsville	157.02-1-34.00	\$559,475
Highway Garage (Quanset)	809 County Hwy 16, Garrattsville	158.00-1-15.00	\$586,528
Highway Storage Garage (Morton)	809 County Hwy 16, Garrattsville	158.00-1-15.00	\$256,919
Firehouse	4411 State Hwy 51, Garrattsville	157.02-1-11.00	\$173,312

The listed building limits are outdated and are for reference only. The agency or insurer is expected to re-appraise the buildings early in the contract year.

The firehouse is leased to the Garrattsville Fire Company, Inc..

The town is responsible for about 66 miles of town roads, including approximately 21 miles of paved roads, 5.7 miles of seasonal roads, and 5 bridges.

The town is building a new highway garage at 809 County Hwy 16 (157.00-1-19.03) with groundbreaking and completion expected in 2023. The estimated construction cost for the new garage is \$2.7 million. (The current Highway Garage will be shortened and converted to a cold storage shed for salt.)

A schedule of the Town's vehicles, heavy equipment, and tools is attached as Appendix A. In addition, the Town expects to take delivery of a 2022 Freightliner 114SD Plow Truck in approximately September 2022 and will surplus the 2008 Volvo Plow Truck at that time.

The Town comprises a street lighting district (18 LED lamps) in the hamlet of Garrattsville.

The community room and kitchen in the Town Hall are available for use by town residents at no charge. The Town Hall is a designated emergency shelter.

The Town owns a pavilion with a charcoal barbecue grill, a playground, a basketball court, and a ball field behind the Town Hall.

The Town does not provide law enforcement services, water, or sewer.

There are no villages within the Town.

The Town functions as a fire protection district with fire protection and emergency medical services provided by contract with the Garrattsville Fire Company, Inc.

IV. Insurance Requirements

The Town requires coverage for liabilities for which municipalities are typically covered including the following:

- A. General Liability
- B. Automobiles

- C. Inland Marine
- D. Buildings and Business Personal Property
- E. Crime
- F. Public Officials
- G. Owners & Contractors
- H. Performance Bond-Highway Permit-Right of Way
- I. Excess Liability
- J. Boiler & Machinery
- K. Cyber Events.

The Town requires that the buildings be insured for at least replacement value, with Blanket Limit Coverage and Ordinance or Law coverage.

The Town also requests Claims Adjustment Services with respect to disputed claims.

The Town also requests Risk Control Services, e.g., loss control surveys and recommendations, assistance in determining replacement values, and loss control training.

If the town purchases insurance through your agency, we request a searchable pdf copy of the policy including all addenda, riders, etc.

V. Additional Requirements

A. All quotations must be firm until 30 days after the respective coverages are to be effective. This will allow the Town to “re-award” the coverage in the event the Agency or Insurer originally awarded the coverage is unable to provide the coverage at the premium quoted.

B. To assist in comparing proposals, please include in each proposal a summary sheet listing the covered liabilities (including the liabilities listed in Section IV of this RFP) along with a summary of the limits of coverage, the deductibles and the premiums for each.

C. The proposal must indicate the General Policyholder’s Rating and Financial Rating in Best’s Insurance Guide for each insurance carrier proposed. Preference will be given to insurance carriers with a current General Policyholder’s Rating of “A-“(Excellent) or better.

D. Include endorsement by any municipal associations.

E. The carrier(s) shall provide inspection, appraisals other loss prevention services to the Town without additional cost. These services should include training and loss prevention resources, building asset appraisal, and broad crisis management support. All resources should be included in the proposal. A re-appraisal of the Town’s buildings is required promptly following the effective date of the insurance coverage.

F. The Agency must carry Errors and Omissions insurance with a minimum limit of \$2,000,000 each occurrence; \$2,000,000 aggregate.

G. The Agency will be expected to work closely with the appointed individuals within the Town and the insurers to foster the best interest of the Town. In particular, the Agency will:

- Have at least five years experience handling municipal business
- Review policies, endorsements, audit adjustments and invoices for accuracy prior to delivery to the Town

- Provide and discuss printouts of claims and reserves at least once a year
- Prepare an outline of policies each year which includes limits of coverage, premium and any dividends
- Provide premium cost breakdown for allocation to appropriate budget categories.
- Demonstrate the ability to handle service, claims, loss control, & all other aspects.

VI. Selection Procedures

A. It is the intent of the Town to select an insurance agent or agency at its regularly scheduled meeting on April 12, 2022, with policy coverage to begin on May 10, 2018.

B. All proposals will be compared based on the totality of the proposers's presentations. The Town reserves the right to award a contract to the proposer who in the sole determination of the Town Board offers a proposal that describes the best and most cost-effective plan and that is otherwise in the best interests of the Town.

C. In determining and evaluating the proposals, cost will not necessarily be controlling; the experience, service commitment, and capabilities of those who will be providing the services will be considered, along with other factors that affect determination of best value.

D. After an initial review of each of the proposals for completeness, the proposers submitting the most highly rated proposals may be invited for in-person or telephonic discussion prior to final selection, to further elaborate on their proposals. The Town reserves the right to award a contract without such discussion.

E. The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP or otherwise in connection with this RFP or its modification, postponement or cancellation. All proposals become the property of the Town upon submission.

VII. Town's Reservation of Rights

A. This RFP is not an offer or a binding commitment to contract on the part of the Town or of the bidder.

B. The Town may make such investigations as the Town deems necessary to verify the ability of any bidder to perform the Services.

C. The Town reserves all rights with respect to this RFP, including but not limited to the following:

1. to request clarification of any submitted information;
2. to reject any and all proposals in whole or in part for any or no reason;
3. to negotiate specific terms, conditions, compensation, and provisions of any contract that may follow from this RFP;
4. to waive any informalities or irregularities in the proposals;
5. not to enter into any agreement;
6. not to select any proposals;
7. to amend or cancel this process at any time;
8. to issue the same or a similar RFP in the future;
9. to accept a proposal that appears to be in the best interests of the Town in the sole judgment of the Town Board.

D. Although the premium costs submitted are an essential part of the proposal and will weigh heavily in the deliberations of the Town, the Town is not obligated by operation of any statute or regulation to award contracts for insurance on the sole basis of low quotations. Factors such as experience in handling municipal insurance and financial and underwriting stability will also be taken into account.

E. The Town makes no representation or warranty as to the accuracy or completeness of the information contained in this request.

VIII. Inquiries

A. Direct all inquiries regarding the proposal process or proposal submission to Ms. Charlene Wells, New Lisbon Town Clerk.

***** END *****

APPENDIX B NON-COLLUSION CERTIFICATION

PLEASE NOTE: Carefully read the following paragraphs before signing

I certify that our quotations were arrived at independently and without collusion with current or potential competition. The quotations contained herein have not knowingly been disclosed to any competitor prior to their opening.

I further certify that no attempt has been made to induce any other person, partnership, or corporation to submit or not to submit a quotation.

To the best of my knowledge and belief, all statements are accurate, all requirements of the specifications are understood and accepted, and that the premium quoted includes all required coverages, **except as noted on Quotation Form 2.**

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____