

**KPC – KENTUCKY PURCHASING COOPERATIVES
KEDC – GRREC – NKCES – SE/SC
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD
ASHLAND, KY 41102-7104
Bidding Department (606) 928-0205
Email - bidning@kybuy.org
www.kedc.org or www.kybuy.org**

* * * INVITATION TO BID * * *

From
CARTER COUNTY
(Hereinafter referred to as BOARD OF EDUCATION)

BID TYPE: **SERVICES: INSURANCE COVERAGE**
BID REFERENCE: **P&L-INS-2008-07**
BID PUBLIC NOTICE DATE: **March 27, 2008**
BID OPENING TIME & DATE: **May 28, 2008 @ 3:00 p.m.**
BID PERIOD: **July 1, 2008 through June 30, 2009**

ITEMS: **Property, Boiler, Equipment, Fleet, General Liability,
Educators Legal Liability, Student Accident, Employee Dishonesty,
Excess Umbrella Liability, OTHER (if applicable)**

BID PURPOSE:

The above named Board of Education solicits SEALED BIDS that would, if accepted by the Board of Education, establish contracts for insurance coverage, with the general and detailed terms, conditions, specifications, and data contained in this bid document and the Individual District Surveys, as modified and supplemented by the accepted bid proposal. Said contracts shall hereinafter be referred to as the Bid Contract.

The Kentucky Purchasing Cooperative (“KPC”) and the Kentucky Educational Development Corporation Board of Directors (“KEDC”) (hereinafter referred to collectively or individually as KPC and/or KEDC), educational cooperatives organized under the Kentucky Interlocal Cooperation Act and providing various and sundry services to its member school districts, is providing a service to the above named Board of Education by facilitating the bidding process for member school districts to obtain insurance coverage. The Board of Education retains responsibility for reviewing, tabulating, and ultimate acceptance or rejection of any and all bids received.

CLARIFICATION:

For clarification or additional information relative to this Invitation, you must first contact our Licensed Insurance Consultant, **Richard Michelson** BY EMAIL at richardmmichelson01@yahoo.com. Clearly define in your email to Mr. Michelson, the nature of your needs and concerns and provide him with a phone number and best time to call you in the event that later voice communication becomes necessary. Please reference KPC-KEDC Insurance Bid in the email subject line. He will acknowledge your email by return email as a first response to your request and initiate any other action he deems necessary. For legal questions relative to this Invitation, contact **Timothy Crawford**, KEDC Board Attorney at timcrawford@vol.com. For general information, contact the **KEDC Bidding Department** at bidning@kedc.org.

PLEASE DO NOT CONTACT SCHOOL DISTRICTS.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

These General Conditions and Instructions apply to all bids, except to the extent they may be modified by the Individual District Data Surveys. Any deviations or exceptions are to be explained in detail as a part of the bid form or a properly referenced bid form attachment.

Bids must be received at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104, not later than the above specified bid opening time and date. **Faxed submissions will NOT be accepted. Bids received after the time designated for the bid opening will not be opened by KPC/KEDC.** KPC/KEDC and the Board of Education cannot assume responsibility for any delay as a result of failure of the mails or delivery services to deliver bids on time. (Please note that FED EX does not guarantee delivery time to KPC/KEDC because they classify KEDC as being in a rural area.)

The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the Internet at KEDC's Internet site www.kedc.org or www.kybuy.org beginning on the bid public notice date and until the time and date specified for the bid opening.

Participating School Districts

Any School District that is a member of the KPC/KEDC Collective Bidding Consortium may participate in the insurance bidding process, however this does not mean that all member school districts will participate. The individual school district board of education for which each separate bid is submitted may be referred to as "Board" or "Board of Education" or "District" in the following specifications and instructions.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE:

By my signature on the Bid Certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation);

That the costs quoted in the bid proposal(s) responding to this Invitation to Bid are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor insurance services or insurance provider described in the invitation to bid, designed to limit independent bidding or competition;

That contents of the bid or bids have not been communicated by the bidder, or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not communicate to any such person prior to the official opening of the bid or bids;

That the bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A);

That I understand the KPC/KEDC insurance bidding process is conducted consistent with KRS Chapter 45A, the Model Procurement Code and I certify that the contents of the bid proposal and the actions taken by the bidder in preparing and submitting the bid proposal are in compliance with KRS Chapter 45A, the Model Procurement Code.

CERTIFICATION CONCERNING DISBARMENT, SUSPENSION OR REVOCATION

I certify on behalf of myself, my agency or/or insurance company and its key employees that neither I, the company, nor its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency or currently has any applicable license(s) suspended or revoked by the Kentucky Department of Insurance.

ACKNOWLEDGMENT OF APPLICABLE LAW OF KENTUCKY DEPARTMENT OF EDUCATION (“KDE”), UNDERWRITER’S AUTHORIZED BID AMOUNT AND UNDERWRITER’S IDENTITY

By my signature on the bid form, I hereby certify that the bid is made in compliance with the laws and regulations of the Kentucky Department of Education (“KDE”) and Kentucky Department of Insurance (“DOI”) and that the amount of the bid is the actual work product of an underwriter person employed by the proposed insurer who has specifically underwritten an application for an insurance quotation/proposal that includes or contains all of the information provided by this Invitation and by the District’s Information Data Surveys and that the resultant amount of the bid entered on the Bid Form is legally valid and not just an “indication” nor “subject to” any term or condition not explained in detail on the bottom of the Bid Form or by a separate attachment referenced to the Bid Form specifically detailing the condition(s) to which the bid is subject to. I further acknowledge that the laws and regulations of the KDE and DOI specifically require the individual underwriter person’s name, address and telephone number be provided on the Bid Form.

ACKNOWLEDGMENT OF DOCUMENTS INCORPORATED BY REFERENCE

By my signature on the Bid Form, I hereby acknowledge that this Invitation, the District Information Data Surveys and the Bid Form(s) and attachments submitted by my bidding firm are incorporated by reference in any contract of insurance entered into between my bidding entity and the Board of Education.

TERMS AND CONDITIONS:

1. **Bid Forms and Return Instructions:** All bids shall be valid for a period of sixty (60) days from the bid opening date to allow for tabulation, study, and acceptance by the Board of Education. **Submit two (2) copies of the completed bid in a single properly addressed envelope.** All envelopes should be CLEARLY marked **KPC INSURANCE Bid 2008** followed by the name of the Board of Education. **EACH Board of Education’s bid MUST be in a separate envelope with a Bid Form and Check List (a blank Bid Form and the Check Lists are at the end of this invitation).** Any vendor information that is requested by this bid or additional information you wish to be reviewed by the Board of Education receiving the bid **MUST** be in EACH envelope. KPC/KEDC will NOT copy vendor information to provide to the districts because the bidder fails to put a copy in each envelope. An officer or member of the bidding firm who is authorized to legally bind the firm must sign each bid form. Any bid received by KPC/KEDC by the time designated will be forwarded to the Board of Education. A bidder may withdraw a bid after it has been submitted only if a written request is submitted and received prior to the expiration of the time during which proposals may be submitted, without prejudice, by submitting a written request for its withdrawal to KPC/KEDC, Attn: Insurance Bidding.

2. **Hold Harmless:** It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and further agrees to indemnify and save harmless KPC/KEDC, KEDC's licensed consultant, and the Board of Education from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractors, or contractor's servants/agents. Any bidder that does not intend to abide by the above stated specification must state that in their bid proposal. **NOTE: This language is specified by the Kentucky Department of Education ("KDE"), not KEDC or its member Districts.**

3. **Conflicts of Interest:** KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of KPC/KEDC or the Boards of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.

4. **Penalties for Violations of Law:** KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees that are designed to secure a public contract for supplies or services.

5. **Alteration of Bid:** No bid can be corrected, altered, or signed after being opened. All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid.

6. **Kentucky Department of Education Specifications:** The General Specifications included with the Property Insurance Specifications provided by the Kentucky Department of Education contain the following: "Proposals must be submitted on behalf of insurers licensed in the State of Kentucky and are strongly recommended to have a General Policyholder's rating of "A+ or A" and a financial size category of a minimum of Class XII, as listed in the latest published report of the Best Insurance Guide or shall be submitted on behalf of a self-insurance pool meeting the requirements of the State Department of Education. All insurance policies bid shall be non assessable. All insurers must provide a current (updated in the past 6 months or less) financial statement upon request. They must also explain any joint and several liability ramifications associated with their bid. Each bid must be accompanied by a specimen policy, including all pertinent endorsements." The policies, forms and endorsements must meet the requirements of the Kentucky Department of Insurance and the Kentucky Department of Education. The insurer must be able to furnish a certificate of errors and omissions insurance with minimum limits of \$5,000,000. Any bidder that does not intend to abide by the above stated specification must so explain in detail in their bid proposal.

7. **Agency Information:** All agents must have a valid Kentucky property and casualty insurance license. The responding agency must be able to furnish a Certificate of Insurance Agents Errors and Omissions Insurance with minimum limits of \$2,000,000. The bidder should list other school districts or colleges insured by the agency (attach separate sheet in proposal to explain).

8. **Service:** (attach separate sheet in proposal to explain) Please list response time of agents and claims office upon the Board of Education contacting the agent regarding a claim. It is understood that the appropriate information must be supplied to vendor for claims to be processed. Also list any additional **FREE** services that you will supply if awarded a bid: e.g.: loss control training, etc.

9. **Bids:** All bids must be submitted in accordance with specifications in this Invitation to Bid document and the Survey Data provided by the Board of Educations through KPC/KEDC. Scope of coverage offered by the bidder must be equal or greater than the coverage being provided by the applicable individual Board of Education's current policies, or at a minimum, equal or greater than the coverage required by law or regulation of the Kentucky Department of Education. **THE SUBMISSION OF A BID ON THE BID FORM IS IRREFUTABLE EVIDENCE THAT SUCH BID CONFORMS TO THIS PARAGRAPH.**

10. **Billing** Terms of invoices shall be a minimum of net: 30 days. All payment plans shall be shown as part of the proposal and shall include all installment and finance charges.

11. **Termination of Contract** The policy shall provide for and clearly be endorsed to provide the Board of Education with a 90-day written notice of cancellation or non-renewal during the policy period, except for non-payment of premium. The Board of Education may terminate the contract on a pro rata premium basis without penalty if the successful vendor fails to perform at any level specified in the contract document.

Procedure for Termination of Contract: Each party shall follow the procedure outlined below if a contract is to be terminated.

- Step 1: Issue a warning letter and outline the violations and the length of time to correct the problem.
- Step 2: Issue a letter of intent to cancel contract if the problem is not resolved by a given date.
- Step 3: Issue a letter of contract cancellation.

12. **Taxes:** Any and all applicable taxes and all other charges of any description must be included in the Premium Bid Amount. Bids may be rejected if incorrect calculations are found. Tax Exemption Certificates will be furnished upon request.

13. **Currently Valued, Detailed Loss Runs.** The submission of a bid on the Bid Form confirms that the carrier, if awarded the coverage, will provide the Board of Education and/or KPC/KEDC on behalf of the Board, with Currently Valued, Detailed Loss Runs within ten (10) days of a request during the period beginning with the inception of coverage and extending until five (5) full years beyond the expiration date of the coverage.

14. **Waiver of Informalities:** The Board of Education reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest, and to award items, combination of items, or lots. In case of identical bids the Board reserves the right to select and to award the contract by whatever method it chooses.

15. **Evaluation of Bids:** After the review of the proposals, the Board of Education may evaluate bids based on the total points assigned to each bid using the scale below or a similar adaptation:

CRITERIA FOR EVALUATION OF BID

The model below has been constructed by KEDC's insurance consultant as an example for possible District use but each individual Board of Education may choose to use its own criteria including a different assignment of the value of points. KEDC will distribute to vendors as part of the District Information or as an addendum, specific evaluation criteria that is provided to the KEDC by the Individual Districts.

	POINTS
1. Bid amount (Final Total Premium)	30
2. Past experience and service provided by the company	25
3. Claim administration	15
4. References from other school districts	10
5. Working relationship with school districts	10
6. Loss prevention training services to the district	<u>10</u>
POINT TOTAL	100

It is anticipated that the bidder's ability to meet the Board of Education's requirements will be an important consideration in the evaluation of any bid. The Board of Education may review the bidder's General Policyholder's rating and financial size category to ensure that the bidder can provide the services specified under this agreement.

It is further anticipated that the bid with the highest point total based on the bid criteria will be considered the best evaluated bid. In the case of identical bids, the Board of Education reserves the right to select and to award the contract by whatever method it chooses. The Board of Education reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to be in its interest.

16. **KPC/KEDC as Facilitator:** It is expressly understood that KPC/KEDC functions solely as a facilitator to its member districts with respect to any insurance bidding process. This Invitation and all relevant information and forms are the ultimate responsibility of the individual district that utilizes the KPC/KEDC insurance bidding and procurement process. Although KPC/KEDC has assisted its member districts in compiling and distributing this Invitation, KPC/KEDC and its advisors and consultants do not represent nor warrant that the coverages sought through this Invitation represent all required or adequate coverage for any district soliciting insurance bids through KPC/KEDC insurance bidding and procurement process, nor is KPC/KEDC and its advisors and consultants responsible for errors or omissions in this Invitation or other relevant information and forms associated therewith. It is the responsibility of each individual district to determine on its own or through its own insurance brokers or consultants, the adequacy of insurance that may be sought and/or purchased through the KPC/KEDC insurance bidding and procurement process.

DETAILED SPECIFICATIONS

COVERAGE TERM: Annual Renewal and Multiple Year Contract Terms:

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this agreement for succeeding fiscal years, this agreement shall impose no obligation on the board of education as to such current or succeeding fiscal year(s) and this agreement shall become null and void except as to the remaining payments agreed upon through the end of the then current fiscal year, and no right of action for damages shall accrue to the benefit of the vendor, its successors or assigns, for any further payments. It is further agreed that the Board of Education shall have, in its sole discretion, the exclusive option to renew this agreement from fiscal year to fiscal year for a period of no more than one fiscal year at a time at the rates and terms contained in this agreement. The ending date of each fiscal year shall always be no later than June 30 of that applicable fiscal year.

A. Property Insurance: (Refer to 702:KAR 3:030)

The Bidder agrees to issue a one year policy contract, payable annually, with rates guaranteed annually. The insurance company must notify the Board of Education of any rate increase at least 90 days prior to the anniversary date. It is understood and agreed that any additions and/or amendments added by the Board will be automatically included upon notification to the insurer by the Board of Education and the Board of Education will be charged a pro rata additional premium for such addition(s) at no more than the rate or rates currently in use by the insurer in insuring similarly constructed buildings under the District's existing policy.

Insurance shall cover on a blanket basis, all buildings, contents, improvements/betterments and property in the open contained in the Board of Education's Statement of Values. The insurance shall provide:

- a) All risks of physical loss or damage, subject only to standard exclusions, on real and personal property.
- b) Replacement cost coverage on real and personal property, except where noted on Statement of Values. Replacement cost coverage shall not require replacement of destroyed property on the same site where the property was destroyed.
- c) Agreed Amount Clause on real and personal property.
- d) Ordinance Deficiency Clause or Increased Cost of Construction Endorsement.

Property insurance is to be based on a minimum of 100% of the total of the values on the statement of values, and include special form coverage including flood & earthquake. Computer, boiler and machinery coverage may be included in property quotation or by way of separate policy. Replacement cost coverage applies. Minimum required **100% replacement cost**. Refer to 702: KAR 3:030.

B. Equipment Insurance:

See Individual District Surveys for information.

C. Boiler/Machinery Insurance:

The limit per accident shall be equal to the replacement value of the real and personal property in the building in which the boiler is located. The Coverage will be on a Broad Form basis including repair and replacement cost. Extra expense coverage with a \$100,000 limit per covered location shall be included. Automatic coverage of newly acquired or replaced objects shall be included. If building has a boiler working at more than 15 pounds pressure, that boiler must be insured for building and contents replacement cost.

D. Vehicle:

The insurance coverage limits on each vehicle is to be the following amounts:

Bodily injury/property damage	\$2,000,000 per occurrence combined or \$250,000/\$2,000,000 split
Uninsured/underinsured motorist coverage	\$500,000
"No fault" coverage	20,000 per passenger

Hired and non-owned liability coverage must be included.

Quote non-owned physical damage

For more information refer to KRS 160.310, 702 KAR 5:030.

E. Commercial General Liability

Coverage inclusions should be sudden & incidental medical malpractice (School Nurses), sexual molestation, and sexual abuse, Board of Education board members liability coverage.

F. Educators Legal Liability:

Employment related practices should be covered. Coverage inclusions should be medical malpractice, harassment, sexual molestation, and sexual abuse. Coverage should be provided on a claims made basis with unlimited prior acts. The terms harassment, molestation, and abuse are to be given their traditional and ordinary meanings, including any definitions set forth under state and federal law. Coverage for Special Education, Section 504, and ADA must be provided.

G. Student Accident:

Provide document-explaining coverage.

Please provide per student price for All Athletics.

Please provide per student price for All Students/Activities

Prices should be based on 100% usual and customary, not schedule of benefits.

H. Employee Dishonesty, Crime and Fidelity Bonds:

See Individual District Surveys for information.

I. Excess/Umbrella Liability:

See Individual District Surveys for information.

GLOSSARY OF TERMS

(DISCLAIMER: These definitions were provided by the Kentucky Department of Education. When any term or explanation in this Glossary of Terms is in conflict with the actual wording in an insurance contract, the insurance contract wording would prevail.)

AGREED AMOUNT - An amount of insurance specified in the contract as being sufficient to nullify the effect of the coinsurance clause of the contract. The coinsurance formula is defined as follows:
(Amount of insurance in force divided by the amount of insurance required to meet the coinsurance) multiplied by the loss. The above formula would work like this: District carries \$80,000 of coverage but should carry \$100,000 to meet 100% coinsurance. The property loss is \$200,000:
 $\$80,000/\$100,000 = .80 \times \text{loss of } \$200,000 = \$160,000 \text{ paid less deductible.}$

COINSURANCE - A form of property insurance in which the insured shares in losses proportionately to the extent that the amount of insurance falls short of a specified percentage of the value of the insured property. Coinsurance provides for the full payment up to the amount of the policy, of all losses if the insured has insurance at least equal to the named percentage of the value of the property covered. The loss payment in the case of most partial losses is reduced proportionately, if the amount of insurance falls short of the named percentage. Coinsurance is designed to provide a rate credit for carrying an agreed proportion of insurance to value.

DEDUCTIBLE - An amount to be deducted from a loss, to be assumed by the insured.

REPLACEMENT COST - Insurance providing that the insured will be paid the cost of replacing the damaged property without deduction for depreciation, subject to the policy limit.

ACTUAL CASH VALUE - The present-day value of property arrived at by taking the replacement cost and deducting for depreciation brought about by physical wear and tear, and obsolescence.

BLANKET COVERAGE - Insurance covering more than one class of property at a single location, or one or more classes of property at more than one location.

BOILER AND MACHINERY INSURANCE - Insurance against loss due to accidents to boilers, pressure vessels or machinery.

REAL PROPERTY - Of or pertaining to permanent immovable things. Buildings or structures including additions and extensions; fences, signs, light poles, awnings, plate glass, underground pipes, satellite dishes, antennas, fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building.

PERSONAL PROPERTY - Any property that is not real property and that is movable or not attached to the land. Business personal property, owned by the Insured, usual to the occupancy of the Insurance, includes but not limited to property of others, property off premise, property in the out of doors, property in transit, and leased and rented property.

SELF-INSURANCE FUND - Employers, who engage in similar activities with smaller risks, may form an association to self-insure their liability. The fund members pay premiums to the fund. The fund is administered by a group of trustees who collect and manage the group funds, pay claims, and purchase specific excess and aggregate excess insurance. Any fund surplus is returned to group members as a dividend and any fund deficit must be paid by the group members as an assessment.

ENDORSEMENT - A change, as of coverage, written on or added to an insurance policy.

BOILER - A closed vessel in which water or other liquid is heated, steam or vapor is generated, steam is superheated, or in which any combination of these functions is accomplished, under pressure or vacuum, for use externally to itself, by the direct application of energy from the combustion of fuels, or from electricity, solar or nuclear energy.

STEAM BOILER - For purposes of this invitation a steam boiler is construed to be any boiler (hot water or steam) operating at more than fifteen (15) pounds per square inch gauge. Domestic hot water heating boilers are not included.

ORDINANCE, DEFICIENCY CLAUSE OR INCREASED COSTS OF CONSTRUCTION ENDORSEMENT - Insurance providing coverage to insure that property will be replaced at today's code standards.

KPC/KEDC P&L INSURANCE BID FORM --Year 2008

(CHECK SHEETS MUST BE ATTACHED)

In compliance with this Invitation to Bid, in consideration of the detailed description attached hereto, and subject to the authentication of bid and non-conflict of interest statements and all general and specific terms and conditions thereof, the undersigned agrees if this bid be accepted within the time stipulated, to furnish insurance coverage upon which prices are quoted in accordance with the specifications.

**The Named Insured shall read: The Commonwealth of Kentucky for the benefit of the
District Board of Education**

Line of Coverage	Premium
Total Premium	
Property	
Equipment	
Boiler	
Fleet	
G/L	
Educators Legal	
Student Accident	
Flood	
Earthquake	
Employee Dishonesty	
Excess Umbrella Liability	
EDP	
Other:	
Other:	
Other:	

ANNUAL PREMIUM \$ _____

(Premiums must be inclusive of all charges of every description and all must appear on a subsequently issued policy)

Deductible(s): \$ _____
(Explain)

Applicability: \$ _____

Of each Deductible: \$ _____

Fill in the information below. PLEASE PRINT.

Exact Name of Bidding Entity		Agent Representative of Entity	
Agent's KY License #	Agent Phone #	Agent Email	
E&O Liability Limit (Minimum of 2,000,000required)		Agent's Mailing Address	
Agent's Signature		Date	
Insurer's COMPLETE Name	Person's Name	Insurer's Underwriter	
Underwriter's Mailing Address		Underwriter's Phone #	
Underwriter's Email	BEST'S Rating (Min. of "A" required)	E&O Liability Limit (Min. of \$5,000,000 required)	
Underwriter's Signature		Date	
Name of Insurer's Person	Insurer's Person Phone #	Insurer's Person Email	