

**EXHIBIT A**  
**REQUIREMENTS/SCOPE OF SERVICES/  
TERMS AND CONDITIONS**  
**HIDALGO COUNTY**  
**REQUEST FOR PROPOSAL**  
**“PROPERTY AND CASUALTY INSURANCE POLICIES”**

# HIDALGO COUNTY REQUEST FOR PROPOSAL

## “PROPERTY AND CASUALTY INSURANCE POLICIES”

RFP NO: 2007-222-11-14-VYG

### OVERVIEW:

Information provided in these specifications/requirements is to be used only for purposes of preparing a proposal detailing costs of providing the insurance coverages specified. Each proposer is expected to read these specifications/requirements with care. Failure to meet every one or a combination of specified conditions may invalidate your proposal.

Proposers are requested to submit proposed quotations (premiums) on the basis of these specifications/requirements. Alternative quotations/premiums will receive consideration if Hidalgo County, at its sole discretion feels it is in its best interest to do so, provided such alternatives are clearly explained and documented. Any exceptions to coverage requested herein must be clearly noted in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas 78539** and be included as part of the proposal.

Hidalgo County believes that the data contained in these specifications/requirements is sufficient for preparations of offers/proposals. The information is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty. Request for additional information should be directed in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas 78539.**

The County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County.

Deliver Submittal to:

RFP NO: 2007-222-VYG

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 South Hwy. 281  
Hidalgo County New Administration Building  
Edinburg, Texas 78539

**The Submittal Envelope Must Show:**

**RFP NO.: 2007-222-11-14-17-VYG  
“PROPERTY AND CASUALTY INSURANCE POLICIES”**

The following outlines the Request for Proposal:

## **SECTION I - GENERAL TERMS AND CONDITIONS**

### **ADDITIONAL INFORMATION:**

Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, November 7, 2007, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, November 9, 2007. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

### **DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability **except** where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

**SIGNING OF PROPOSALS:**

In order to be considered all submittals must be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**DURATION OF CONTRACT:**

- 1.) **Initial Term:** Effective date is from January 1, 2008, through, December 31, 2008;
- 2.) **Renewals & Extensions:** It shall be at the County's soled discretion to renew and extend for an additional two (2), one (1) year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one (1) year renewals/extension rates are to be provided to Hidalgo County for consideration by no later than **October 1, 2008** for the first renewal/extension and no later than **October 1, 2009** for the second renewal/extension.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:**

All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

**SECTION II - RFP REQUIREMENTS**

**REQUEST FOR PROPOSALS:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force policies.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

**CONTENTS:**

1. Conditions of Proposal
  - a. All information required by the proposal form shall be furnished.
  - b. Specification price sheets, specifications and necessary information are attached.
  - c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked "ALTERNATE PLAN I, ALTERNATE PLAN II., etc." Offerers

are encouraged to be creative and to present their most competitive coverage and pricing Proposal.

- d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.
- e. **If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.**
- f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.
- g. **Clarification of Objections to Proposal Requirements.**  
All such requests for information can only be made in writing sent by email or via fax on or before the deadline of **Wednesday, November 7, 2007** to:

Martha L Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Fax No.: 956-318-2629  
Email to: [martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

**PERSONNEL AND STAFFING:**

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

**REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires one (1) original submittal and ten (10) copies.

**SECTION III – RFP SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:**

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates, fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality services.

**PROPOSAL RANKING:**

Hidalgo County \_\_\_\_\_ will evaluate the proposals utilizing the evaluation criteria outlined in "Exhibit B" attached herein. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

Sealed Request for Proposals must be submitted by **no later than 9:30 a.m. on Wednesday, November 14, 2007**. Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to: RFP No.: "2007-222-11-14-VYG "PROPERTY AND CASUALTY INSURANCE POLICIES".

**PROPOSAL SUBMITTED:** RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 South Hwy. 281  
Hidalgo County New Administration Building  
Edinburg, Texas 78539

**NEGOTIATION PROCESS:**

The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

**EVALUATION:**

The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

**COUNTY OF HIDALGO  
REQUEST FOR PROPOSALS  
Property and Casualty Insurance**

**GENERAL REQUIREMENTS  
AND  
INSTRUCTIONS TO PROPOSERS**

A. NOTICE

Information provided in these specifications/requirements is to be used only for purposes of preparing a proposal detailing costs of providing the insurance coverages specified. Each proposer is expected to read these specifications/requirements with care. Failure to meet every one or a combination of specified conditions may invalidate your proposal.

Proposers are requested to submit proposed quotations (premiums) on the basis of these specifications/requirements. Alternative quotations/premiums will receive consideration if Hidalgo County, at its sole discretion feels it is in its best interest to do so, provided such alternatives are clearly explained and documented. Any exceptions to coverage requested herein must be clearly noted in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, TX 78539** and be included as part of the proposal.

Hidalgo County believes that the data contained in these specifications/requirements is sufficient for preparations of offers/proposals. The information is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty. Requests for additional information should be directed in writing to Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, TX 78539.

The County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County.

1. RFP Release date - **Monday, October 29, 2007**
2. **PROPOSALS** are due before **9:30 A.M.-C.S.T. Wednesday, November 14, 2007**, and must be delivered or mailed to **Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Hwy. 281, Hidalgo County New Administration Building, Edinburg, TX 78539.**
3. **QUESTIONS/INQUIRIES/CLARIFICATIONS/DEADLINE** from Proposers will be accepted in writing only until Wednesday, November 7, 2007 at 5:00 P.M. and **RESPONSES** will be furnished in writing to all participants by no later than Friday, November 9, 2007 at 5:00 P.M.
3. Successful proposers will be notified as soon as practical on or before **Tuesday, November 21, 2007.**

**TERMS OF COVERAGE:**

- 1.) **Initial Term:** Effective date is from January 1, 2008, through, January 1, 2009;
- 2.) **Renewals/Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one (1) year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one (1) year renewals/extension rates are to be provided to Hidalgo County for consideration by no later than **October 1, 2008** for the first renewal/extension and no later than **October 1, 2009** for the second renewal/extension.

B. **PROPOSALS:**

Proposers shall prepare proposals in one original and ten (10) copies complete with all attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specifications, must be correctly completed. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item. Any exceptions or deviations from the requested coverage must be clearly indicated in writing and must be submitted with and form a part of the proposal submission form.

C. **SUBMISSION OF PROPOSAL:**

All proposals shall be submitted with one original and ten (10) copies directed to Hidalgo County Purchasing Department, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas 78539. Proposals may be delivered by hand or mailed.

**WHEN PROPOSALS ARE SENT BY MAIL, OFFERORS SHALL BE RESPONSIBLE THEIR DELIVERY BEFORE THE DATE AND TIME SET FOR RECEIPT. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE "RFP NO: 2007-222-11-14-VYG-HIDALGO COUNTY PROPERTY AND CASUALTY INSURANCE POLICIES."**

D. **WITHDRAWAL OF PROPOSALS:**

Proposers may withdraw their proposals at any time prior to the time specified as the closing time for acceptance of bids. However, no proposer shall withdraw or cancel his proposal for a period of sixty (60) days after said closing time for acceptance of proposals nor shall the successful Proposer withdraw or cancel or modify his proposal, except at the request of Hidalgo County, after having been notified that said proposal has been accepted by Hidalgo County.

E. **INTERPRETATION OF REQUIREMENTS/SPECIFICATIONS:**

If any agent contemplating submitting a proposal is in doubt as to the true meaning of any part of these specification, contact Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, TX 78539 for written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these specifications will be made in writing and distributed to all those receiving a copy of these specifications. Failure on the part of the prospective Proposer to receive a written interpretation prior to the closing time for acceptance of offers will not be grounds for withdrawal of proposal. As to the interpretations of the specifications, the decision of the Hidalgo County Commissioners' Court will be final. Oral explanations will not be binding.

F. **ACCEPTANCE OF PROPOSALS:**

The County will accept one of the proposals or a combination of separate parts of more than one of the proposals or reject all proposals as soon as possible after time for close of proposals. It may be that the County will want to accept the property proposal of one carrier and the liability proposal of a different carrier.

G. **QUALIFICATION OF INSURERS:**

1. Although offers will be accepted from carriers regardless of the Best's rating (or regardless of whether or not they are rated by Best's), more favorable consideration will be given to those proposals submitted by carriers with ratings of at least B VI in the 2006 Best's Property and Liability Report.
2. Insurers shall be duly licensed, or approved non-admitted carriers, and comply with all applicable state insurance laws and requirements of duly constituted applicable insurance regulatory authorities.

H. **CRITERIA FOR SELECTION:**

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP.

1. Responsiveness to the Request for Proposal (15 Pts.)
  - a. Requested information included and thoroughness of response.

- b. Understanding and acceptance of the scope of insurance coverage and services.
  - c. Acceptance of the RFP and Contract requirements.
  - d. Clarity and conciseness of the response.
2. Economic evaluation of the Proposed Fee Schedule (60 Pts.)
  3. Capability to provide the services requested (25 Pts.)
    - a. Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity.
    - b. Relevant experience of Proposer.
    - c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
    - d. Other resources, including total number of employees.
    - e. References with contact names and telephone numbers.

I. **MISCELLANEOUS:**

All agents submitting for this insurance policies must meet the following minimum qualifications:

If selected, the agency must have insurance for agents errors and omissions insurance with a limit of at least \$5 million per occurrence and provide evidence of such coverage by upon notification of selection.

J. **COPIES OF POLICIES:**

A complete specimen policy (including all forms, endorsements, and policy jackets) should be furnished with each quotation.

K. **PROPOSER ALTERNATIVES:**

The County expects all proposers to quote on a basis that duplicates proposed coverage. In addition, quotes sought for coverage improvements beyond those set forth in these specifications.

L. **INSPECTIONS:**

Appointments for all inspections should be made by phoning **Mr. Roy Quintanilha** at **956-318-2644**. However, inspections must be justified and should be kept to a minimum.

M. **PROPOSER CERTIFICATION:**

Proposer(s) certify that by submission of their proposals that any private health information contained in this proposal will be used only for purpose of securing price quotations and will not be used or released for any other purpose.

**PROPERTY, BOILER & MACHINERY****Primary Program Options -****Property, Boiler & Machinery****Limits:**Buildings, Structures, and  
Personal Property – Limit**Blanket**

\$ 120,131,165.00

Hidalgo County

\$ 107,089,165.00

Hidalgo County Headstart

\$ 13,767,966.18

**Sub-Limits:**

Earth Movement

\$ 5,000,000

Flood (Excl Zone A)

\$ 5,000,000

Newly Acquired Locations

\$ 1,500,000

Accounts Receivable

\$ 250,000

Valuable Papers

\$ 250,000

Demolition Cost

\$ 500,000

Increased Cost of Const

\$ 500,000

Transit

\$ 250,000

Extra Expense

\$ 1,000,000

EDP Equipment

\$ 3,200,000

Media

\$ 2,000,000

Business Interruption

\$ 500,000

Mobile Equipment – Hidalgo County

\$ 9,608,000

Builders Risk:

\$ 500,000

Fine Arts

\$ 100,000

Equipment Breakdown

\$ 50,000,000

Expediting Expense

\$ 100,000

Water Damage

\$ 100,000

Spoilage

\$ 100,000

Hazardous Substances

\$ 100,000

**Deductible Options:**

All Other Perils

a) \$10,000 c) \$ 50,000

b) \$25,000 d) \$ 100,000

Equipment Breakdown

a) \$10,000 b) \$ 25,000

Headstart

c) 1,000 All Perils

**Policies– All Options/Coverages:**

To Be Determined

**Payment Terms:**

**If self insured program quoted, the fees of a "Third Party Administrator" should be included in the quotations. An option should be given on handling of any open claims prior to January 1, 2008.\***

A. PROPERTY**REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES**  
**REQUESTED LIMITS**

\$ \_\_\_\_\_ - Blanket over all real property, personal property, business interruption, and extra expense, at scheduled locations.

\$1,500,000 Real and personal property, business interruption, and extra expense at any other location.

**Sublimits:** See Cover sheet

**REQUESTED DEDUCTIBLES**

\$10,000; \$25,000; \$50,000 or \$100,000

Per occurrence deductible applicable to all County coverage combined.

\$ 1,000: Head Start

**REQUESTED COVERAGE PROVISIONS**

**Requested Effective Date:** January 1, 2008 to January 1, 2009

Accepted  Declined

**Named Insured:** The named insured should read as follows. **HIDALGO COUNTY**

Accepted  Declined

**Covered Locations:** Please provide coverage on all covered property, regardless of its location. Refer to "Exposure and Rating Information" for a schedule of current locations and values.

Accepted  Declined

**Coverage for Property at Unscheduled Locations:** Please provide coverage for property at unscheduled locations subject to the "any other location" limit requested in the "Requested Limits" section.

Accepted  Declined

**Property in Transit:** Please provide coverage on property in transit.

Accepted  Declined

**Newly Acquired Locations—Real Property:** Please provide 90 days' automatic coverage on newly acquired real property, subject to THE REQUESTED NEWLY ACQUIRED REAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted  Declined

**Newly Acquired Locations—Personal Property:** Please provide 90 days' automatic coverage on personal property at newly acquired locations, subject to THE REQUESTED NEWLY ACQUIRED LOCATIONS PERSONAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted  Declined

**Covered Property:** Please include the following as covered property.

Personal property of others

Accepted  Declined

Employees' property

Accepted  Declined

Building glass

Accepted  Declined

Attached signs

Accepted  Declined

Detached signs

Accepted  Declined

Fences

Accepted  Declined

TV and radio antennas

Accepted  Declined

Foundations and other underground property

Accepted  Declined

Retaining walls not part of a building

Accepted  Declined

Land, excavations, grading, filling

Accepted  Declined

Lawns, trees, shrubs, plants

Accepted  Declined

Growing crops

Accepted  Declined

Animals

Accepted  Declined

Tools, dies, patterns, and molds

Accepted  Declined

Fine arts

Accepted  Declined

Jewelry, watches, furs, and silverware

Accepted  Declined

Bullion and precious metals

Accepted  Declined

Money and securities

Accepted  Declined

Dams, dikes, reservoirs, docks, piers, wharfs

Accepted  Declined

Roads, tunnels, bridges

Accepted  Declined

**Perils:** Please provide all risks coverage that includes each of the following.

Full collapse coverage including collapse resulting from design error and faulty workmanship or materials after completion of construction

Accepted  Declined

Flood coverage, including seepage of water, sewer backup, mudslide, and other water damage

Accepted  Declined

Earth movement coverage, including but not limited to earthquake

Accepted  Declined

Ordinance coverage (contingent liability for building laws, demolition, and increased cost of construction)

Accepted  Declined

Radioactive contamination, resulting loss only, direct damage

Accepted  Declined

Off-premises utility service interruption—direct damage and time element, including transmission lines

Accepted  Declined

Spoilage of perishable goods resulting from mechanical breakdown

Accepted  Declined

Spoilage of perishable goods resulting from power failure originating on or off-premises

Accepted  Declined

**No Debris Removal Sublimit:** Please provide debris removal coverage subject only to the applicable direct damage limit; there should not be a debris removal sublimit.

Accepted  Declined

**Coverage for Removal of All Debris:** Please amend the debris removal clause to apply to removal of all debris from a covered cause, not just debris of covered property.

Accepted  Declined

**Pollutant Cleanup Coverage:** Please provide coverage for removal of pollutants from the insured's land or water, provided the release of pollutants is caused by an unexcluded cause of loss.

Accepted  Declined

**Yard Property Limit:** Please extend coverage to covered property within 1,000 feet of the property boundary of each covered location.

Accepted  Declined

**No Protective Safeguards Provision:** Please delete any protective safeguards provision contained in your form.

Accepted  Declined

**Joint Loss/Loss Adjustment Agreement:** Please include a loss adjustment endorsement providing for joint payment with the boiler and machinery insurer of any loss involving both policies.

Accepted  Declined 

**Valuation:** Please provide coverage on a replacement cost basis for all types of property

Accepted  Declined 

**Valuation of Property of Others:** Property of others should be valued at the replacement cost.

Accepted  Declined 

**Requirement To Rebuild on Same Premises:** Please delete any such requirement.

Accepted  Declined 

**Direct Damage Coinsurance:** Please delete the coinsurance provision or suspend it with an agreed value provision.

Accepted  Declined 

**Multiple Occupancy Business Interruption and Extra Expense Coverage Trigger:** Please amend any language in your form that would limit coverage to income or expense loss resulting only from damage to the portion of the premises occupied by the insured. Coverage should also apply to loss resulting from damage to any route within the building that permits access to the insured's premises (such as foyers, hallways, elevators, and stairways). If the 1995 edition of ISO CP 00 10 is used, there is no need for an endorsement.

Accepted  Declined 

**Combination Business Interruption and Extra Expense Coverage Form:** Please provide coverage for both business interruption and extra expense subject to a single limit for both coverages, using a combination business interruption and extra expense coverage form, such as the ISO business income and extra expense coverage form (CP 00 30).

Accepted  Declined 

**Please provide the following endorsements:**

**Ninety-Day Notice of Cancellation, Material Policy or Premium Change, or Nonrenewal:**

Accepted  Declined

### Delayed Notice of Occurrence Endorsement

**The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:**

- d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted  Declined

### Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted  Declined

### UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted  Declined

### NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted  Declined

### REQUESTED SERVICES

**List of Forms:** Please provide a list of all forms and endorsements that will be attached to the policy, showing the edition date of each.

Accepted  Declined

**Copies of Forms:** Please provide copies of all proposed forms and endorsements other than (ISO, AAIS, Texas, other) forms.

Accepted  Declined

**Construction Plan Review:** Please agree to review our new construction plans and recommend changes that would reduce premiums and enhance loss prevention.

Accepted  Declined

**Copies of Inspection Reports and Recommendations:** Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted  Declined

**Loss Control Services:** Please outline the loss control services that will be provided.

Accepted  Declined

**Loss Reports:** Please agree to provide ANNUAL that include the following information for each loss: the date of loss, description of loss, amount reserved, deductible amount, and amount paid.

Accepted  Declined

### QUOTED PREMIUM

**Total Premium:** \$ \_\_\_\_\_

**Premium Breakdown:** Please indicate the premium for each of the requested coverage provisions: \_\_\_\_\_

**Premium Payment Plans:** Please provide the details of any available premium payment plans:  
\_\_\_\_\_

### EXPOSURE AND RATING INFORMATION

**Description of Operations:** Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

**Locations and 100 Percent Values:** See "Schedule of Locations and Values."

**Construction and Protection Information:** See "Construction and Protection Schedule."

**B. BOILER & MACHINERY****REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES****Limits:**\$50,000,000 Direct damage, per accident\$Included Combined business interruption and extra expense, actual loss sustained coverage**Sublimits:**\$100,000 Expediting expense\$100,000 Hazardous substances\$100,000 Spoilage\$100,000 Water damage**Deductibles:**\$10,000; \$25,000 Deductible per accident, direct damage

24 hours Deductible per accident, time element coverage

**REQUESTED COVERAGE PROVISIONS****Newly Acquired Locations:** Please provide 90 days' automatic coverage in connection with equipment at newly acquired locations.Accepted  Declined **"Extended Comprehensive Object" Definition:** Please use an extended comprehensive object definition.Accepted  Declined **Fiber Optic Cable:** Please include fiber optic cables as covered objects.Accepted  Declined **Coverage for Computers:** Please include as covered objects computers that are not used to operate or control other covered objects.Accepted  Declined **Coverage for Medical and Diagnostic Equipment:** Please include medical and diagnostic equipment as covered objects.Accepted  Declined **"Turbine Accident" Definition:** Please cover turbines subject to the same accident definition as other covered objects. Neither the explosion accident definition nor the combined accident definition should apply.

Accepted  Declined

**In Use/Connected Ready for Use:** Please delete any provision in your form that restricts coverage to equipment that is in use or connected and ready for use.

Accepted  Declined

**Testing Coverage/Resultant Damage:** If your form contains an exclusion of coverage for accidents occurring while an object is undergoing a hydrostatic, pneumatic, or gas pressure test or an insulation breakdown test, please amend it to provide coverage for damage to property other than the object undergoing the test.

Accepted  Declined

**Consequential Damage Coverage:** Please provide coverage for spoilage of perishable goods resulting from a covered accident.

Accepted  Declined

**Utility Interruption Coverage:** Please provide coverage for loss (including but not limited to spoilage) resulting from utility service interruption originating off-premises.

Accepted  Declined

**Replacement Cost Coverage:** Please provide coverage on a replacement cost basis.

Accepted  Declined

**Defense Coverage and Supplementary Payments:** Please cover defense costs and supplementary payments in addition to the stated limits of insurance.

Accepted  Declined

**Ordinary Payroll Coverage:** Please include ordinary payroll in the definition of "actual loss."

Accepted  Declined

**Suspension of Coinsurance:** Please include a suspension of coinsurance endorsement.

Accepted  Declined

**Delete Monthly Limitation:** Please delete the monthly limitation on extra expense loss recovery, so that the entire requested extra expense limit is immediately available to the insured.

Accepted  Declined

### REQUESTED SERVICES

**Copies of Forms:** Please provide copies of all proposed forms and endorsements.

Accepted  Declined

**Copies of Inspection Reports and Recommendations:** Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted  Declined

**Loss Control Services:** Please outline the loss control services that will be provided.

Accepted  Declined

### QUOTED PREMIUM

**Total Premium:** \$ \_\_\_\_\_

**Premium Breakdown:** Please indicate the premium charges for each of the requested coverage provisions:

**Premium Payment Plans:** Please provide the details of any premium payment plans:

### EXPOSURE AND RATING INFORMATION

**Description of Operations:** Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

**Locations and 100 Percent Values:** See "Schedule of Locations and Values."

**PRIMARY PROGRAM OPTIONS****Primary Program Options -****Limits:**

GL:	\$1,000,000 each occurrence \$2,000,000 General Aggregate (Annual) \$2,000,000 Products/ Completed Operations Annual Aggregate \$ 100,000 Fire Damage to Premises \$1,000,000 Employee Benefits Liability
Auto:	\$1,000,000 Combined Single Limits (As per schedule) \$ 5,000; 10,000; \$25,000 Ded. Comprehensive & Collision
POL:	\$2,000,000 each claim \$2,000,000 Aggregate
LEL:	\$1,000,000 each claim \$1,000,000 Aggregate

**\* Deductible/SIR Options:**

GL:	a) \$5,000 per occurrence b) \$25,000 per occurrence c) \$50,000 per occurrence d) \$100,000 per occurrence e) \$200,000 per occurrence f) Headstart: \$1,000 per Occurrence
AL:	a) \$10,000 per occurrence b) \$25,000 per occurrence c) \$50,000 per occurrence d) Headstart: \$1,000 per Occurrence
POL:	a) \$25,000 each claim; b) \$50,000 each claim
LEL:	a) \$10,000 each claim b) \$25,000 each claim c) \$50,000 each claim

**Policies– All** To Be Determined  
**Options/Coverages:**

**Payment Terms:**

**Please include the insurer's A.M. Best rating in your proposal.**

**\*If self insured program quoted, the fees of a "Third Party Administrator" should be included in the quotations. An option should be given on handling of any open claims prior to January 1, 2008.\***

**C. AUTOMOBILE****REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES****Liability Coverage:**

\$1,000,000: Combined Single Limits

Optional Quote: **Please include Auto Policy With Uninsured Motor's and Personal Injury Protection (PIP) Coverage.**

**Physical Damage Coverage:**

Coverage should apply to autos as indicated below each type of coverage.

*Comprehensive*

1. \$5,000.00 Deductible
2. ACV Less \$10,000 Deductible
3. Optional \$25,000 Deductible

*Collision*

1. \$5,000.00 Deductible
2. ACV Less \$10,000 Deductible
3. Optional \$25,000 Deductible

Coverage should apply to autos as indicated for each type of coverage.

**REQUESTED COVERAGE PROVISIONS**

**Note:** This section includes requested endorsements, both standard Insurance Services Office, Inc. (ISO), forms and manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

**Requested Effective Date:** January 1, 2008 to January 1, 2009

**Named Insured:** The named insured should read as follows: Hidalgo County

Accepted  Declined

**Coverage Form:** Please quote coverage at least as broad as the ISO business auto policy form (CA 00 01). If you are using this standard form with an edition date prior to December 1990, include coverage for "covered pollution cost or expense."

Accepted  Declined

**Additional Insured-Lessor Endorsement (CA 20 01):** Leased vehicles for which we are required by lease to purchase direct primary insurance for the lessor include vehicle numbers \_\_\_\_\_, on the schedule. The lessors are: \_\_\_\_\_

Accepted  Declined

**Fellow Employee Exclusion:** Please delete the fellow employee exclusion to include coverage for executive officers.

Accepted  Declined

Please include the following endorsements:

#### Delayed Notice of Occurrence Endorsement

**The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:**

- d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted  Declined

#### **Pollution Liability—Broadened Coverage for Covered Autos Endorsement (CA 99 48):**

Please quote a separate premium for adding this endorsement.

Accepted  Declined

Alternatively, please provide a quotation for removal of exclusion 11 (pollution) entirely.

Accepted  Declined

#### **Ninety-Day Notice of Cancellation, Material Policy/Premium Change or Nonrenewal Endorsement.:**

Accepted  Declined

#### **Broad Named Insured:**

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted  Declined

**UNINTENTIONAL ERRORS AND OMISSIONS**

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted  Declined

**NOTICE OF OCCURRENCE**

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted  Declined

**REQUESTED SERVICES**

**List of Forms:** Please provide a list of all forms and endorsements that will be attached to the policy showing the edition date of each.

Accepted  Declined

**Copies of Forms:** Please provide a copy of the policy and any endorsements, if coverage will not be written on the ISO business auto policy form, CA 00 01, with an edition date of December 1990 or later.

Accepted  Declined

**Loss Runs:** Please provide us with Quarterly reports of losses.

Accepted  Declined

**QUOTED PREMIUM**

**Total Premium:** \$ \_\_\_\_\_

**Premium Computation Information:** Please include the details of all premium computations: \_\_\_\_\_

**Premium Payment Plan:** Please provide the details of any available premium payment plans: \_\_\_\_\_

**EXPOSURE AND RATING INFORMATION**

**Description of Operations:** Refer to enclosed Underwriting information.

**Vehicle Classification:** All vehicles should be classified as outlined in the attached Vehicle Schedule.

**Hired and Nonowned Auto Liability:** The total number of employees at all our locations is 3,330. The majority of our employees do not regularly drive their own autos on company business.

This coverage should be based on a minimum premium since there is little use of rented vehicles.

**Loss Control Programs:** Per Attached

**Loss History:** Refer to attached LOSS SUMMARIES, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION

**Vehicle Schedule – Per Attached.**

#### D. GENERAL LIABILITY

##### REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

- \$1,000,000 Bodily injury and property damage, per occurrence
- \$2,000,000 Products/completed operations aggregate limit
- \$2,000,000 General aggregate limit (other than products/completed operations)
- \$100,000 Fire damage limit, any one fire
- \$1,000,000 Employee benefits liability coverage
- \$1,000,000 Law Enforcement Liability

##### REQUESTED DEDUCTIBLE OPTIONS OF:

1. None
2. \$5,000
3. \$10,000
4. \$25,000
5. \$50,000

**Unlimited General Aggregate Limit:** It is preferred that coverage be written without a general aggregate limit applying to bodily injury and property damage liability. A \$5 million (or higher) personal injury liability aggregate may be used in conjunction with this approach.

Accepted  Declined

If an unlimited general aggregate is unavailable, please modify the general aggregate to apply separately to each project or location.

Accepted  Declined

- **Fire Legal Liability:** As an option, please quote a fire damage limit of \$250,000.

**REQUESTED COVERAGE PROVISIONS**

This section includes requested manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

**Requested Effective Date:** January 1, 2008 to January 1, 2009

Accepted  Declined

**Named Insured:** The named insured should read as follows. **Hidalgo County**

Accepted  Declined

**Broad Form Named Insured Endorsement:** Please include the manuscript broad form named insured endorsement included with this submission.

Accepted  Declined

**Occurrence Coverage:** Please quote occurrence (rather than claims-made) coverage.

Accepted  Declined

**Coverage Form:** Coverage should be at least as broad as those provided by the ISO commercial general liability policy form (CG 00 01).

Accepted  Declined

**Contractual Liability Coverage for False Arrest:** Please amend Coverage B exclusion a.(4) by attaching ISO endorsement CG 22 74 to provide coverage for contractual assumption of liability arising out of false arrest, detention, or imprisonment.

Accepted  Declined

**Fellow Employee Exclusion:** Please amend the fellow employee exclusion to include coverage for supervisory personnel, using the following endorsement.

**Additional Persons Insured—Employee  
Bodily Injury to Another Employee Endorsement**

It is agreed that exclusion 2.a.(1) of the "Who Is an Insured" section of the commercial General Liability Policy does not apply with respect to "bodily injury" to another employee for claims made or suits brought against such employees as are herein designated while acting within the scope of their duties as such.

(List Individuals or Positions)

Accepted  Declined

**Employee Benefits Liability:** Please provide occurrence coverage.

Accepted  Declined

**Automatic Additional Insureds:** Please provide an endorsement to the effect that all entities/ individuals are additional insureds if required under the terms of a written contract.

Accepted  Declined

### 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 was not intentional.

Accepted  Declined

### Delayed Notice of Occurrence Endorsement

The Duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the risk manager or any executive officer.

Accepted  Declined

### Blanket Waiver of Subrogation Endorsement

The policy is amended to include the following:

If is further agreed that where required by contract, with respect to such insurance as is afforded by this policy, the Company waives any right of subrogation it may acquire against any party(ies) of such contract by reason of any payment made under this policy.

Accepted  Declined

### Clarification of Punitive Damages Endorsement

This policy covers punitive damages unless barred by a specific state statute or a court of law.

Accepted  Declined

**Cancellation Notice:** Please lengthen the cancellation notice requirement to 90 days, per endorsement CG 02 24 (earlier notice of cancellation).

Accepted  Declined

**Pollution Exclusion:** The pollution exclusion should be no broader than that contained in ISO form CG 00 01.

Accepted  Declined

**Pollution Coverage:** Please quote coverage for sudden and accidental pollution liability, per endorsement CG 04 22.

Accepted  Declined

**Elected or Appointed Officers as Additional Insureds:** Please modify the "Who Is an Insured" provision to include the following while acting on behalf of the named insured: elected or appointed officers, bail bond board, district judges and members of boards, commissions, or agencies (CG 20 25).

Accepted  Declined

**Coverage for Volunteers:** Please amend the "Who Is an Insured" provision to include volunteer workers as employees (CG 20 21, additional insured—volunteers).

Accepted  Declined

### REQUESTED SERVICES

**List of Forms:** Please provide a copy of the policy form and any endorsements that will be attached to the policy, showing the edition date of each.

Accepted  Declined

**Copies of Forms:** Please provide a copy of the policy form and any endorsements, if coverage will not be written on the ISO commercial general liability policy form CG 00 01.

Accepted  Declined

**Loss Runs:** Please provide Quarterly general liability loss reports that contain the following information: amounts paid, reserved, and recovered BY DIVISION, SUBSIDIARY, DEPARTMENT, LOCATION, SUPERVISOR, OTHER.

Accepted  Declined

**Loss Control Services:** Please outline the loss control services that will be provided.

Accepted  Declined

**QUOTED PREMIUM**

**Total Premium:** \$ \_\_\_\_\_

**Premium Computation Information:** Please provide full details of the premium computation:  
\_\_\_\_\_

**Premium Payment Plan:** Please provide the details of any available premium payment plans:  
\_\_\_\_\_

**EXPOSURE AND RATING INFORMATION**

**Description of Operations:** Refer to enclosed Underwriting Information.

**Employee Benefits Liability:** The total number of employees is 3330 (refer to page 22).

**Loss Control Programs:** DESCRIBE

**Loss History:** Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

**E. REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES**

\$1,000,000 Law enforcement officers errors and omissions liability Each Claim  
 \$1,000,000 Annual aggregate

Need options of \$50,000 and \$100,000 in punitive or exemplary damages for the limits specified.

**Requested Effective Date:** January 1, 2008 to January 1, 2009

Accepted  Declined

**Named Insured:** The named insured should read as follows. HIDALGO COUNTY

Accepted  Declined

Include as Insureds:

Individual law enforcement officers and employees of the Sheriff's Department. This coverage should apply to individuals who now are, will be, or were with the Sheriff's Department.

Accepted  Declined

Public officials and employees of the County while in furtherance of the pursuits of the Sheriff's Department.

Accepted  Declined

Volunteer and part-time workers in the Sheriff's Department.

Accepted  Declined

Heirs, estates, executors administrators, legal representatives, and assigns of all the above in the event of death, bankruptcy or incompetency.

Accepted  Declined

**Occurrence Coverage Trigger:** Please provide occurrence-based coverage.

Accepted  Declined

**Definition of "Occurrence":** If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted  Declined

**Prior Acts Coverage:** In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted  Declined

**No Retroactive Date:** If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted  Declined

**Extended Reporting Period (ERP) Option:** If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted  Declined

**Time To Elect ERP:** The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted  Declined

**"Pay on Behalf of" Coverage:** Please provide coverage on a "pay on behalf of" basis.

Accepted  Declined

**First Dollar Defense Coverage:** Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted  Declined

**Defense Coverage Outside of Limits:** Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted  Declined

**Defense Coverage for Questionable Claims:** Please provide coverage for defense of questionable or possibly excluded claims.

Accepted  Declined

**Supplementary Payments:** Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted  Declined

**Mutual Law Enforcement Agreement:** Please provide coverage for liability assumed in any mutual law enforcement agreements.

Accepted  Declined

**"Moonlighting" Coverage:** Please include coverage for Law Enforcement Officers while "moonlighting."

Accepted  Declined

**Punitive Damages:** Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted  Declined

**Covered Perils:** Please provide coverage for liability claims arising from the following.

False arrest, detention, or imprisonment

Accepted  Declined

Malicious prosecution

Accepted  Declined

Wrongful entry, eviction, or other invasion of the right of private occupancy

Accepted  Declined

Discrimination (as respects noninsureds)

Accepted  Declined

Humiliation

Accepted  Declined

Libel, slander, entrance in violation of the right of privacy

Accepted  Declined

Assault and battery

Accepted  Declined

First aid E&O

Accepted  Declined

False or improper service of process

Accepted  Declined

Violation of property rights

Accepted  Declined

Violation of civil rights

Accepted  Declined

Alleged criminal acts

Accepted  Declined

**Delete Exclusions:** Please agree to delete any of the following exclusions if contained in your form.

Damages for violation of civil rights

Accepted  Declined

Bodily injury while in custody of an officer

Accepted  Declined

Bodily injury while in jail (e.g., jail fires)

Accepted  Declined

Damage to tangible property

Accepted  Declined

Misuse of a motor vehicle

Accepted  Declined

Care, custody, and control of property of others

Accepted  Declined

Intentional acts

Accepted  Declined

**Delete Products Liability Exclusion:** Please delete this exclusion if contained in your form.

Accepted  Declined

**Modify Products Liability Exclusion:** If your form's products liability exclusion cannot be deleted, please modify it so that it clearly does not apply to claims relating to the negligent use of equipment or instruments intended as law enforcement aids.

Accepted  Declined

### Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the Law Enforcement Department, County, Risk Manager of the insured shall have such knowledge.

Accepted  Declined

**Ninety Days' Notice of Cancellation:** Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted  Declined

### REQUESTED SERVICES

**Copy of Form:** Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted  Declined

**Insurer's Best Rating:** Please include the insurer's Best's Rating in your proposal.

Accepted  Declined

**Defense Counsel:** If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against insureds and outline their experience handling suits of this type.

**Loss Control Services:** Please describe in your proposal the loss control assistance that will be provided.

**QUOTED PREMIUM**

**Total Premium:** \$ \_\_\_\_\_

**Premium Breakdown:** Please indicate the premium charges (if any) for each of the requested coverage provisions, such as prior acts coverage, "moonlighting" coverage, etc.: \_\_\_\_\_

**Cost of ERP Option:** Please indicate the cost of the extended reporting period (ERP) option: \_\_\_\_\_

**Premium Payment Plan:** Please provide the details of any available premium payment plan: \_\_\_\_\_

**EXPOSURE AND RATING INFORMATION**

Refer to enclosed Law Enforcement Liability Underwriting Information.

**F. PUBLIC OFFICIALS LIABILITY**

**REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES**

\$50,000.00; \$100,000 In Punitive or Exemplary Damages with limit as specified.  
 \$2,000,000 Per Occurrence Public officials errors and omissions liability  
 \$2,000,000 Annual aggregate

**\*\*Please endorse to the policy, Bail Bond Board and District Judges\*\*.**

**REQUESTED COVERAGE PROVISIONS**

**Requested Effective Date:** January 1, 2008 to January 1, 2009

Accepted  Declined

**Named Insured:** The named insured should read as follows. **HIDALGO COUNTY**

Accepted  Declined

**Include as Insureds:** Please include the following as insureds.

Individuals who now are, will be, or were elected or appointed public officials, district judges of the County.

Accepted  Declined

All boards including bail bond board, commissions, and other departments within the named insured's budget

Accepted  Declined

Employees (including part-time employees)

Accepted  Declined

Volunteers

Accepted  Declined

Heirs, estates, executors, administrators, legal representatives, and assigns of all of the above in the event of death, bankruptcy, or incompetency

Accepted  Declined

**Occurrence Coverage Trigger:** Please provide occurrence-based coverage.

Accepted  Declined

**Definition of "Occurrence":** If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted  Declined

**Prior Acts Coverage:** In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted  Declined

**No Retroactive Date:** If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted  Declined

**Extended Reporting Period (ERP) Option:** If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted  Declined

**Time To Elect ERP:** The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted  Declined

**"Pay on Behalf of" Coverage:** Please provide coverage on a "pay on behalf of" basis.

Accepted  Declined

**First Dollar Defense Coverage:** Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted  Declined

**Defense Coverage Outside of Limits:** Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted  Declined

**Supplementary Payments:** Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted  Declined

**Definition of "Wrongful Act":** Please include the following definition of wrongful act.

Liability arising from actual or alleged negligence, errors or omissions, breaches of duty, misfeasance, malfeasance, and nonfeasance of any insured.

Accepted  Declined

**Violation of Civil Rights Exclusion:** Please delete this exclusion if included in your form.

Accepted  Declined

**Punitive Damages:** Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted  Declined

**Delete Professional Liability Exclusions:** Please agree to delete any exclusions of claims against employed attorneys, architects, medical personnel, engineers, etc., acting within the scope of their professional duties.

Accepted  Declined

**Defense of Injunctive Relief Claims:** Please provide defense coverage for injunctive relief (nonmonetary damage) claims.

Accepted  Declined

**Faulty Preparation of Bid Specifications Exclusion:** Please delete this exclusion if included in your form.

Accepted  Declined

**Defense Coverage for Questionable Claims:** Please provide coverage for defense of questionable or possibly excluded claims.

Accepted  Declined

**Failure To Maintain Insurance Exclusion:** Please delete any such exclusion. We are willing to provide a schedule of insurance and report any material changes in the schedule to the insurer.

Accepted  Declined

**Insured versus Insured Claims:** Please include coverage for suits by one insured against another.

Accepted  Declined

**Intentional Acts:** Please delete this exclusion if included in your form.

Accepted  Declined

**Consent To Settle:** Please include a "consent to settlement" provision specifying that claims may be settled by the insurer only with consent of the insured.

Accepted  Declined

### Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the County Judge, or Risk Pool Coordinator of the insured shall have such knowledge.

Accepted  Declined

**Ninety Days' Notice of Cancellation:** Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted  Declined

### REQUESTED SERVICES

**Copy of Form:** Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted  Declined

**Defense Counsel:** If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against Insureds and outline their experience handling suits of this type. \_\_\_\_\_

**Loss Control Services:** Please describe in your proposal the loss control assistance that will be provided.

### QUOTED PREMIUM

**Total Premium:** \$ \_\_\_\_\_

**Premium Breakdown:** Please indicate the premium charges for each of the requested coverage provisions, including the premium charge (if any) for prior acts coverage: \_\_\_\_\_

**Cost of ERP Option:** Please indicate the cost of the extended reporting period (ERP) option:  
\_\_\_\_\_

**Premium Payment Plan:** Please provide the details of any available premium payment plan:  
\_\_\_\_\_

### EXPOSURE AND RATING INFORMATION

**Description of Operations:** Refer to enclosed UNDERWRITING INFORMATION SUMMARY, UNDERWRITING INFORMATION SUMMARY GOVERNMENTAL SUPPLEMENT, OTHER.

#### G. ADDITIONAL COVERAGES

##### DIFFERENCE IN CONDITIONS

Hidalgo County is seeking a proposal for premises liability, automobile liability and difference in limits and conditions for business operations conducted in Mexico with the following limits:

##### Commercial General Liability:

\$ 1,000,000	Each Occurrence
\$ 1,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury Aggregate
\$ 1,000,000	Premises Damage Limit (Each Occurrence)
\$ 10,000	Medical Expense Limit (Each One Person)

##### Contingent Automobile Liability:

\$ 1,000,000 Each Accident

##### Hired Auto Physical Damage:

\$ 1,000,000 Each Claim  
\$ 1,000,000 Annual Aggregate

Cargo: \$ 100,000 Personal Property in Transit

##### MEXICAN COVERAGE

According to the schedule of vehicles, Hidalgo County is requesting bids for Mexican insurance in accordance to Mexican law: **(Need to get information from Safety Division on scheduled list of vehicles)**

##### UNDERGROUND STORAGE TANK LIABILITY:

Hidalgo County is seeking a proposal for "Underground Storage Tank Liability Coverage as follow:

Limits of Liability:

- a.) \$ 2,000.000 Per Storage Tank Incident Limit (USTs)  
\$ 2,000.000 Per Storage Tank Incident Limit (ASTs)
- b.) \$ 2,000.000 Aggregate Limit (USTs)  
\$ 2,000.000 Aggregate Limit (ASTs)

- \$ 4,000.000 Aggregate Total Limit (UST & ASTs-exclusive of Legal Defense)
- c.) \$ 2,000.000 Aggregate Legal Defense Expense Limit

**Deductible:**

\$ 5,000.00 Per Claim or Corrective Action Cost

**MEDICAL MALPRACTICE LIABILITY:**

Hidalgo County is seeking a proposal for “Medical Malpractice Liability as follow:

Limits of Liability-Coverage A-Professional Liability

- a.) \$ 1,000,000 Each Claim
- \$ 3,000,000 Aggregate

**Deductible:**

\$ 5,000 Each Claim or Occurrence

**CRIME POLICY LIMITS**

Hidalgo County is seeking a proposal for “Crime Policy Liability as follow:

Limits of Insurance and Deductibles

<u>Limit Of Insurance</u> <u>Per Occurrence</u>	<u>Deductible Amount</u> <u>Per Occurrence</u>	
\$ <u>500,000</u>	\$ <u>10,000</u>	Employee Theft-Per Loss Coverage
\$ <u>500,000</u>	\$ <u>5,000</u>	Forgery Or Alteration
\$ <u>500,000</u>	\$ <u>5,000</u>	Inside The Premises-Theft Of Money And Securities
\$ <u>500,000</u>	\$ <u>5,000</u>	Inside The Premises-Robbery Or Safe Burglary Of Other Property
\$ <u>500,000</u>	\$ <u>5,000</u>	Outside The premises
\$ <u>500,000</u>	\$ <u>5,000</u>	Computer Fraud

**ERRORS AND OMISSIONS – DISTRICT CLERK LIMITS**

Hidalgo County is seeking a proposal for “Errors And Omissions” For District Clerk as follow:

Limit Of Insurance

\$ 700,000 District Clerk – Each and every claim and in the aggregate including cost and expense.

**OPTIONAL:** Please submit a proposal for “Errors And Omissions” For County Clerk.

**CONFISCATED PROPERTY**

Hidalgo County is seeking a proposal for Confiscated Property in the Care, Custody, and Control of the County until such time as a court order releases them from liability. Property is held as long as three years, in a variety of locations.

## Scheduled Confiscated Property:

\$ 500,000	Maximum Insured Value
\$ 100,000	Average Value per Item (Houses, Boats, Vehicles, etc.)
\$ 1,000	Deductible