

**THE CITY OF  
WARRENSVILLE HEIGHTS, OHIO  
4301 WARRENSVILLE CENTER ROAD  
WARRENSVILLE HEIGHTS, OHIO 44128**



**INVITATION FOR PROPOSALS  
TO UNDERWRITE VARIOUS INSURABLE RISKS**

**MARKET REQUESTS DUE: MONDAY, FEBRUARY 24, 2020, 1:00 PM, EST**  
**MARKET ASSIGNMENTS DUE TO PROPOSERS: FRIDAY, FEBRUARY 28, 2020**  
**REQUEST FOR PROPOSAL RELEASE: FRIDAY, FEBRUARY 28, 2020**  
**QUESTIONS DUE FROM PROPOSERS: WEDNESDAY, APRIL 22, 2020, 1:00 PM, EST**  
**TOURS: TBA, IF REQUESTED**  
**PROPOSALS DUE: MONDAY, APRIL 27, 2020 1:00 PM, EST**  
**COVERAGES EFFECTIVE: MONDAY, JUNE 1, 2020**

**FEBRUARY 2020**

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**SECTION A. GENERAL SPECIFICATIONS**

The City of Warrensville Heights, Ohio (the City) is located in eastern Cuyahoga County along Interstates 480 and 271. The population of the City provided at the 2010 census was 13,542. The City was established in 1927 and incorporated in 1960. Its motto is “The Friendly City”. See the City’s website, [www.cityofwarrensville.com](http://www.cityofwarrensville.com) for additional information.

The City has decided to accept proposals for its Property and Casualty Insurance Program to be effective June 1, 2020. You are invited to offer one or more proposals for an insurance program keeping in mind the following objectives which shall be paramount in entertaining offers to provide a consolidated program. The last time the City marketed its Property and Casualty Insurance Program was in 2013.

**I. OBJECTIVES**

- A. Insurance and Risk Transfer protection of maximum strength.
- B. Economical.
- C. Simple to administer.

The following guidelines and suggestions are not meant to limit the proposers’ offerings or to require unreasonable extensions of coverages. The proposers are encouraged to use their initiative and best judgment to develop the best possible, most responsive program. In addition to commercial insurance, the City will consider pools and other non-traditional risk transfer alternatives.

Although there can be no guarantee of subsequent renewals, the City has an interest in receiving the maximum benefit for services from proposers which may take time to develop to an effective degree, *i.e.*, safety and rate engineering, underwriting and claims assistance. With this in mind, multiyear proposals will be considered. If annual rate adjustments appear to be excessive as related to loss experience and expenses, or services are not acceptable, then the City may invite new proposals. If rates are not fixed for multiyear arrangements, then a not-more-than rate escalator clause would be acceptable but must be included in the proposal and be quantifiable by year.

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**II. QUALIFICATIONS AND REQUIREMENTS OF PROPOSERS**

**A. Insurance Companies:**

1. Shall have a current AM Best policyholder's rating of A- or better, and a Financial Size Category Class VIII (\$100,000,000) or larger, and if the insurer has been in business for the past three years, must have had these ratings for at least the last three years. Proposers shall specifically advise in its proposal(s) the current financial outlook of the insurance company as reported by AM Best Co. Proposers shall specifically advise the City if the AM Best rating or Financial Size Category of the insurance company(ies) changes or if the reported financial condition of the insurance company changes prior to the June 1, 2020 policy effective date. The successful proposer shall comply with this reporting requirement throughout the term of the issued policy(ies). The financial condition of the company or companies shall be subject to the approval of the City. Proposers are responsible to meet all requirements of the Ohio Surplus Lines Tax laws except for payment of the tax which shall be borne by the City, if any such tax applies.

The potentially primary liability insurer should be of such quality that an umbrella or excess insurer having the AM Best ratings required herein will provide excess coverage.

2. Shall comply with all requirements of the general laws and duly constituted authorities of the State of Ohio as to admissibility, size, resources, capacity and facilities.
3. Shall give the address of the nearest service office and shall advise, through their agents or otherwise, what, if any, of the following specialist personnel are employed locally and the exact plan for their use to best serve the City:
  - a. Underwriters.
  - b. Appraisers or evaluation personnel.
  - c. Building engineers.
  - d. Safety engineers.
  - e. Claims personnel/adjusters – the City prefers all liability and property claims be adjusted by insurer's employed adjusters. The City reserves the right to reject the assignment of any independent adjusting firm.
  - f. Legal counsel – the City shall have the right to select counsel for the defense of liability claims and lawsuits. See Section B. I. page 17.

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4. Where pools, captives, risk retention groups, or risk transfer alternatives other than commercial insurance are proposed, the following information SHALL be submitted.
  - a. Most recent annual financial statements of the pool, plan, or risk retention group.
  - b. Most recent quarterly financial statements of the pool, plan, or risk retention group.
  - c. CPA auditor's report on financial condition of the plan, pool, or risk retention group.
  - d. If the plan vehicle, pool, or risk retention group has entered into a reinsurance agreement(s), the most recent Report of Examination completed on the primary layer of reinsurance (reinsurers) by the Ohio Department of Insurance, and information detailing the terms and conditions of the reinsurance agreement(s) is required.
  - e. Descriptions of all reinsurance contracts and agreements, including name(s) of each reinsurance entity, and percentage of participation information detailing the specific layer for which coverage the reinsurance is responsible. Also, reinsurers must disclose if further reinsurance is purchased.
  - f. If reinsurance is with Lloyd's of London, specific financial information on the specific London Syndicate(s) involved is required.
  - g. Copies of membership and subscription applications and all other agreements or other instruments which otherwise affect or control the terms and conditions of risk transfer afforded under the pool, plan or risk retention group to be signed by, or which otherwise affect the pool, plan, or risk retention group member candidates.
  - h. A complete copy of the coverage (risk transfer) document(s), memorandum of agreement, including all endorsements, addenda, or riders that become a part of the issued contract.
  - i. A listing of the administration of/for the pool, plan, or risk retention group, which shall include a detailed description of services provided to the pool, plan, or risk retention group, the name of the entity or person providing such services, the amount of annual compensation paid by the pool, plan, or risk retention group to the administrator, and the form of such compensation (fee, percentage of premiums, or contributions) and the relationship between or among the pool, agent, broker, and administrator.

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- j. A history of dividends and assessments paid over the last five (5) years together with a description of how dividends and assessments are calculated.
- k. Any reference to insurance or insurance company herein shall also mean and include any other pool, plan, program, or entity that is proposing coverage as specified herein.

B. Agents (Representatives):

1. May be any person qualifying and licensed as an insurance agent under the requirements of the general laws of the State of Ohio.
2. Submitting a proposal through an insurer that he or she does not represent as an agent under a written agency agreement or employment contract, shall so indicate in the proposal along with the name and complete contact information of the agent involved. Any use of an intermediary of any kind, including wholesalers, brokers, excess and surplus lines brokers or underwriters, or another retail agent must be completely and clearly disclosed in the proposal materials.
3. Shall indicate what, if any, specialist personnel listed in A-3 above are employed by the agent.
4. Shall include documentation/information in their proposal substantiating experience with operations and facilities risks comparable to those exposures insured by the City.
5. Who are non-employees of the insurers they represent, shall, if they are successful, furnish written evidence of the ability to indemnify the City for any monetary loss of at least two million dollars (\$2,000,000) incurred by the City due to an error or omission on the part of said agent, or any employees or sub-agents thereof in providing or purporting to provide such insurance coverages as the City may from time to time request either specifically or by implication. **A certificate of insurance evidencing Errors & Omissions coverage shall be submitted with your proposal. If any part of your proposed program is not covered by your Errors and Omission coverage, please state.**
6. Shall specifically disclose in detail any relationship, engagement, or contract between the City and the proposer, or any of its affiliates, parents, or subsidiaries.

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C. Successful Proposer:

1. Shall provide detailed reports to the City of all losses paid and reserved quarterly. All such loss and claim reports shall be provided within ten (10) days after the end of each calendar quarter, or as may otherwise be requested by the City.
2. Shall, within 60 days before the anniversary date each year, submit a draft stewardship report outlining the services performed in the past year, including:
  - a. historical data – premiums and claims paid and reserved for the most recent three years (where applicable);
  - b. significant pending loss reduction or prevention recommendations;
  - c. accomplishments in the policy year about to expire;
  - d. specific objectives for the forthcoming year.
3. Commissions & Fees:
  - a. The successful proposer shall estimate as best as possible and disclose in writing to the City annually all compensation, revenues, and income received or earned in connection with the placement of coverage, effective June 1, 2020 or after, for the City, including coverage placed with owned or outside intermediary brokers.
  - b. Disclosure shall include direct and indirect commissions, contingent commissions, profit-based compensation, account retention or volume-based compensation, and all other compensation of any kind received by or credited to the account of the proposer at the inception of the policy, during the policy period, or within three months after the expiration of the policy period, beginning on or after June 1, 2020.
  - c. Disclosure shall specify the amounts of compensation so received, the basis for such compensation, and the payer of such compensation. This required information shall be provided to the City within twenty (20) days of the date of written request from the City to the successful proposer.
  - d. Whether or not requested, the successful proposer shall annually confirm and disclose in writing to the City within 90 days of the policy expiration, all compensation received, as described above, the basis for such compensation, and the payer of such compensation including but not limited to the contingent commission related to the agent's business volume on or after June 1, 2020.

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4. Relationship:

The successful proposer shall be prepared to agree, and shall agree, that the relationship between the City and the successful proposer shall be deemed a special relationship based on the confidence and trust reposed in that proposer by the City, and the proposer providing the City with various services relating to the City's commercial insurance policies, operations, facilities, and exposures, and its insurance and risk management program. The successful proposer shall perform all services in good faith, with reasonable diligence as a fiduciary of the City, and in accordance with the highest applicable ethical and professional standards.

5. Broker Services Agreement:

The City will consider and reserves the right to require the successful proposer to execute an Agent/Broker Professional Services agreement; each proposer shall submit a sample agreement with its proposal.

6. Incorporation and Use of Documentation and Information

All documentation and information provided (in both electronic and hard copy format) as part of this Invitation for Proposals to Underwrite Various Insurable Risks shall be considered a part of and incorporated into the specifications for purposes of obtaining one or more proposals.

All such documentation and information shall be provided to insurer underwriters as determined by each proposing agent. Agents are encouraged to request broader coverage and limits as deemed appropriate.

7. The coverages and limits of liability cited in this Invitation for Proposals to Underwrite Various Insurable Risks are for proposers' reference only. It is each proposer's obligation to verify the actual coverages and limits of liability currently in force for the City for which the proposer will submit a proposal, such that each proposer shall propose coverages not narrower than, nor limits of liability lower than those currently purchased by the City without clearly specifying such difference(s) in the proposal.



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III. PROPOSALS

A separate proposal shall be submitted IN DUPLICATE by each proposer. Groups of insurers shall be considered one proposer for this purpose but not for the purpose of the Overlap Endorsement to be discussed in Section IV, B below. A proposer may submit more than one proposal.

- A. Proposals shall be submitted electronically to the Web Portal by 1:00 p.m., Monday, April 27, 2020.
- B. Sealed proposals shall be submitted, IN DUPLICATE, at the office of Kelli Wilson, Chief of Staff, City of Warrensville Heights, City Hall, 4301 Warrensville Center Road, Warrensville Heights, OH 44128, up to 1:00 p.m. (EST, local time), on Monday, April 27, 2020. Proposals shall include complete copies, IN DUPLICATE, of the PROPOSED POLICIES WITH ALL FORMS AND ENDORSEMENTS ATTACHED AND ELECTRONICALLY TO THE CITY OF WARRENSVILLE HEIGHTS WEB PORTAL WITH A HARD COPY SUBMITTED CONTEMPORANEOUSLY TO CRAIN, LANGNER & CO. A proposer may submit more than one proposal. See Section B, Part IV for address.

The following must be submitted to the City:

1. The written agency proposal, (produced by the agent) including:
    - a. Copy of the Statement of Values used to quote
    - b. Vehicle List/Inland Marine List used to quote
  2. Specimen copies of all policy forms, risk transfer contracts, and endorsements;
  3. All agreements or documents the proposer expects will be issued or executed in order to issue the risk transfer contract or insurance policy;
  4. Proposals must constitute actual insurance company quotations for coverage (bindable quotes) and not be merely indications or otherwise contain material subjectivities;
  5. Required Proposal and Premium Breakdown Worksheet – Exhibit E (See Section A, General Specifications, Part III, Proposals, Item F, for details);
  6. Include Actual Underwriting quote(s) or declination letter (insurance company or pool documents).
- C. Terms for all coverages should be the most favorable [three (3) years is suggested]. The availability of installment payments at no additional expense is preferred. Premium payments shall be annual or more often, at no increased expense.
- D. Announcement of awards is expected to be made as soon as practical after May 20, 2020. The successful proposer(s) shall be prepared to deliver coverage promptly upon notification of award(s). Proposals must be bindable quotes not just indications.

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- E. Deviations from, or any non-compliance with the specifications must be explicitly identified and described in the proposal. If no exceptions are stated, it will be understood that all general and specific conditions of these specifications will be complied with, without exception.**

**Proposers shall attach a description of unusual or specific features which will be provided in their program.**

**Proposers shall identify and describe each and every policy or risk transfer contract exclusion or limitation deemed notable by the proposer for each line and by line of coverage quoted. It is the proposer's responsibility to review and research the City operations, activities, holdings, contractual relationships, policies, and procedures to enable such proposers to submit one or more proposals responsive to and covering loss and liability exposures arising from the same.**

- F. Exhibit E – Required Proposal and Premium Breakdown Worksheet:**

All proposers must complete Exhibit E found on the Web Portal in Folder E. All features, exceptions, deviations, and exclusions must be noted as required by Section A. General Specifications, Part III, Proposal.

Instructions for filling in Exhibit E in Excel format:

1. Download Exhibit E to your computer for editing.
2. Do not alter the format of the document or change the order of any of the rows or columns.
3. Column C indicates type of answer requested. Enter Proposer's name below Column C.
4. Use Columns D and E to fill in the requested answer.
5. If multiple carriers are being proposed for a line of coverage, please provide that information in the Options column (Column E).
6. If a layered program of any kind is being offered, please use the Option Columns (Column E) and indicate below the premium total line that multiple carriers make up the total limits for that particular line of coverage.
7. Additional notes or comments may be added below the last line of the spreadsheet.
8. Exhibit E – Required Proposal and Premium Breakdown Worksheet must be uploaded via the Web Portal in Excel format. PDF format is not acceptable.

**NOTE: This worksheet does not represent or include all limits and coverages requested or expected.**

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- G. Failure to meet specifications in the writing of insurance hereunder applied for may be cause for rejection and return of proposals and policies lacking such requirements.
- H. Include Terrorism Risk Insurance Program Reauthorization Act (TRIA) pricing for each line of coverage and the savings provided should the City decide to reject such coverage. Clearly indicate the cost for such coverage on Exhibit E which can be found in Folder E on the City's Web Portal.
- I. The broker/agent is required to provide either a complete proposal (including both the underwriter's actual quote as well as the agent's proposal document) or written proof of the insurer(s) declination to quote (which proof shall be an insurer document and not merely the agent's communication) for the City. A declination to quote shall describe in reasonable detail the reason(s) for such declination.
- J. The City expects that all policies or risk transfer documents placed for the City after the June 1, 2020 renewal will provide insurance or other risk transfer coverage substantially comparable to, and in no case materially narrower than specified herein and the risk transfer/insurance program currently in place. The foregoing applies to the policies' terms, conditions, and rating basis. Proposals shall expressly confirm proposers' understanding of and commitment to fulfill this expectation.

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**IV. RIGHTS AND OBLIGATIONS OF THE CITY OF WARRENSVILLE HEIGHTS, OHIO**

**A. Acceptance or Rejection:**

The City of Warrensville Heights, Ohio has as its objective the transfer of insurable risks listed herein at the lowest net cost to the extent said cost is determinable in advance. Realizing that, if losses do occur, lowest cost and lowest net premiums may or may not be the same, the City reserves the prerogative of deciding which overall plan, or combination of plans, will, in its opinion, most economically meet its needs over the period of time to be covered by this invitation.

The City reserves the right to:

1. Reject and may reject any and all proposals or parts thereof;
2. Permit informalities, irregularities or errors in the proposals or any part thereof, provided the City shall determine said informalities, irregularities or errors to be technical only and not material;
3. Declare that substantial compliance with these specifications constitutes compliance.

If identical proposals are received from more than one proposer, the City may use an alternative method of proposal selection.

**All proposers shall agree to be prepared to and relinquish access to any and all excess or umbrella layer(s) of any coverage line to that proposer whose primary layer(s) of coverage are accepted and chosen by the City. Further, the City reserves the right to transfer or award any line of coverage to any agent/broker of its choice, and proposers shall cooperate fully with the City regarding any such transfer (agent of record letter or broker of record letter) or award. Proposal must clearly state if not permitted.**

**B. Overlap Endorsement:**

One factor, which may have an important bearing on net cost, is the existence or absence of gaps or overlaps between coverage provided by different insurers. For that reason, favorable consideration will be given to proposals submitted through one insurer. If a proposal is submitted through more than one insurer, it is requested that all insurers agree to the attachment to their policies of an Overlap Endorsement or other legally valid written evidence to the same effect.

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An Overlap Endorsement provides that in the event of an insured loss over which there is a valid dispute as to which insurer is liable, each insurer agrees that, if ultimately held liable for the loss, it will reimburse the insured for all expenses necessarily incurred by the insured to determine which insurer is liable.

Reimbursement shall be made only if liability is actually established or compromised and then, if shared by more than one insurer, in the proportion that loss payment is made.

Examples of the need for this agreement often arise in attempting to fix responsibility in areas which include the following:

Liability Claims: General Liability -vs- Automobile Liability  
Property Claims: Property -vs- Boiler & Machinery

NOTE: Proposers shall specify the exact charge, if any, to be made for said endorsement.

SUGGESTED WORDING FOR THE OVERLAP ENDORSEMENT:

In the event of a dispute between two or more insurers as to which policy or policies applies to an insured loss, this insurer shall indemnify the Named Insured for any legal or other expenses necessarily incurred by said insured in determining which insurer(s) shall bear the loss. However, such indemnification shall be made only if it is determined that payment of said loss shall be rendered under this policy. If the same loss is shared by more than one insurer, indemnification shall be in the same proportion as the loss payment.

Attached to and forming a part of Policy No. \_\_\_\_\_

Signed by: \_\_\_\_\_  
Authorized Representative

C. Vendor Location:

The City reserves the right to give consideration to vendor location in determining the lowest cost and best proposal.

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D. Underwriting & Loss Data:

1. Underwriting and loss data are provided for the purpose of establishing a fair basis for comparing proposals and are not guaranteed complete or accurate.
2. The City will cooperate in all reasonable ways possible with the successful proposer(s) with respect to inspections, appraisals, loss review, *etc.*
3. The successful proposer(s) has no authority to change coverage or rates bases after delivery of proposals.

E. Questions:

All inquiries concerning the attached specifications shall be submitted in **writing** to:

Brad Weber, Crain, Langner & Co.

See Section B, Coverage Specifications, Part IV, for contact information.

All questions concerning the specifications must be submitted no later than 1:00 p.m. EST on **Wednesday, April 22, 2020** and will be answered as soon as practicable.

Those questions developing information which, in the opinion of the City, should be made available to all proposers will be posted on the Web Portal in Question and Answer form to all those known to be preparing proposals. **The City will not entertain telephone calls or other communications regarding this process, it being understood that all such communication shall be directed to the consultant, Crain, Langner & Co.**

The City is committed to ensuring that all responding agencies are given consistent information to use to prepare their proposals. There will be no exceptions to this communication process. From the time of the issuance of the RFP and up until insurance providers are selected and a contract is or contracts are executed, responding agencies may not communicate with any City staff concerning the selection process except through the outlined inquiry method. This does not apply to communication during the evaluation process if the City or its consultant initiates the communication.

If a responding agency engages in any unauthorized communication, the City reserves the right to reject its proposal.

F. Inspections:

An engineering tour of the City of Warrensville Heights will be arranged if requested by proposers. Interested proposers will be notified of tour details at a later time.

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G. Applications:

Only the applications included in this Invitation for Proposals to Underwrite Various Insurable Risks or otherwise provided by or via the City will be completed prior to award. The City will not be required to fill out an agent's or an insurers' applications separately. Notwithstanding the foregoing, the underwriter whose proposal is accepted may request that the City complete an application of that underwriter prior to binding coverage.

H. Market Selection:

In order to allow fair market access to all proposers for the primary lines of coverage, a controlled market selection process will be conducted with market requests.

Indicate the insurance company(ies) you wish to use on a priority basis for all lines of insurance collectively, not your priority by line of coverage, via email not later than 1:00 p.m. EST on **Monday, February 24, 2020** to: Kelli Wilson, Director of Personnel, [kwilson@cityofwarrensville.com](mailto:kwilson@cityofwarrensville.com) with a copy to:

Brad Weber, Crain, Langner & Co.

See Section B, Coverage Specifications, Part IV, for contact information.

A lottery system will be used to resolve conflicts of brokers/agents naming the same companies in the same priority. The City reserves the right to use its own discretion to resolve conflicts of agents naming the same companies in the same priority or if the same insurer proposal is delivered by several agents.

Also, subject to the following note, an assignment to an agent/broker of one insurance company will apply to the insurance company, to all of its members, affiliates, parents, and subsidiaries, and for all lines of coverage offered by any one or more of the foregoing.

NOTE: Additional requests for unassigned markets will be processed on a first request basis after the initial market assignments are concluded.

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The following markets will remain with or otherwise be considered assigned to the incumbent agent/broker:

<b>Current Coverages</b>	<b>Insurance Co.</b>	<b>Agent</b>
General Liability	U.S. Specialty	Jackson Dieken & Associates
Employee Benefits Liability	U.S. Specialty	Jackson Dieken & Associates
Employers Liability	U.S. Specialty	Jackson Dieken & Associates
Auto	U.S. Specialty	Jackson Dieken & Associates
Umbrella Liability	U.S. Specialty	Jackson Dieken & Associates
Public Officials Liability	U.S. Specialty	Jackson Dieken & Associates
Law Enforcement Liability	U.S. Specialty	Jackson Dieken & Associates
Employment Practice Liability	U.S. Specialty	Jackson Dieken & Associates
Cyber Liability	Travelers	Jackson Dieken & Associates
Property	U.S. Specialty	Jackson Dieken & Associates
Equipment Breakdown	U.S. Specialty	Jackson Dieken & Associates
Inland Marine	U.S. Specialty	Jackson Dieken & Associates
Crime	U.S. Specialty	Jackson Dieken & Associates

- I. Proposers will be promptly informed in writing of the markets assigned for their use. The intent is to be communicated at, on, or about **Friday, February 28, 2020**. Agent of Record Letters will be issued on an *as needed* basis.
- J. The consultant is Kelly Wierzchowski, Crain, Langner & Co. See Section B, Coverage Specifications, Part IV, for contact information.



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**SECTION B. COVERAGE SPECIFICATIONS**

The limits, data, information, and figures given are for the purpose of establishing a fair comparison of proposals. PROPOSALS SUBMITTED SHALL MEET OR EXCEED current LIMITS shown below. If alternative limits and/or retentions are quoted, please note premium differences on the Required Proposal and Premium Breakdown Worksheet, Exhibit E.

**I. COMMON POLICY CONDITIONS**

A. BROAD FORM NAMED INSURED ENDORSEMENT INCLUDING:

THE CITY OF WARRENSVILLE HEIGHTS, OHIO, AFFILIATED SUBSIDIARY UNITS, BOARDS, COMMISSIONS, DEPARTMENTS, AND ORGANIZATIONS THAT NOW ARE OR SHALL BE HEREAFTER CONSTITUTED ALONG WITH ALL PAST AND PRESENT:

BOARD MEMBERS  
ELECTED AND/OR APPOINTED OFFICIALS  
DIRECTORS  
EMPLOYEES  
INTERNS  
VOLUNTEERS

B. KNOWLEDGE OF OCCURRENCE

Amend Loss and Accident Report provisions to provide:

Knowledge of a loss, incident, or accident by agents, servants, or employees of the City shall not itself constitute knowledge of the insured unless a senior elected or appointed official of the named insured shall have first received notice from its agents, servants, or employees.

C. NINETY DAY NOTICE

Provision by proposing insurers for at least ninety (90) day notice of cancellation for each line of coverage is requested so that the City would be given adequate time to redvertise, should that become necessary.

D. UNINTENTIONAL ERRORS & OMISSIONS

Insurer must agree that failure of the insured to disclose all exposures, hazards, or activities existing as of the inception date of the policy shall not prejudice the insurance coverage afforded by the policy, provided such failure or omission is not intentional.

E. LIBERALIZATION CLAUSE

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F. TERRORISM

Include Terrorism Risk Insurance Program Reauthorization Act pricing for each line of coverage and the savings provided should the City decide to reject such coverage.

G. AUDITABLE

It is required that each policy state whether or not it is auditable. If auditable, indicate the audit basis and frequency of the audit(s).

H. NOTICE OF ERROR IN REPORTING

In the event that an insured reports an occurrence to one policy and later develops into a claim for another policy, the failure to report such occurrence at the time of the occurrence shall not be deemed in violation of this condition.

I. SELECTION OF DEFENSE COUNSEL

The City reserves the right to select legal counsel for the defense of the City (and any other insured, covered person, or entity) as respects to liability claims. Therefore, all policies proposed shall include provisions reserving the right of the City to select defense counsel, and permitting the City to participate in the management, oversight, and administration of claims and lawsuits. Any exception or limitation to this shall be specifically disclosed and described in each proposal.

**II. CASUALTY INSURANCE:**

**A. GENERAL LIABILITY**

1. Current limits: \$1,000,000 Bodily Injury and Property Damage Each Occurrence  
\$1,000,000 Personal and Advertising Injury  
\$3,000,000 General Aggregate  
\$3,000,000 Products/ Completed Operations Aggregate  
\$ 50,000 Fire Legal Liability

Options of \$300,000 and \$1,000,000 are requested

\$ 10,000 Medical Expense Limit

2. Deductibles: Proposers are encouraged to propose \$0 deductible plan.

Deductible options of \$5,000, \$10,000 and \$25,000 will be considered.

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3. Requested Policy Requirements/Other:

To include but not be limited to the following operations of the City:

Building and Housing (inspections and code enforcement)  
Parks and Recreation  
Civic and Senior Center (services and activities)  
Police Department  
Fire Department  
Public Service (trash pickup, snow removal)  
Law Department  
Finance Department (accounting, budgeting, taxation)

Include coverage for the following:

- a. Defense costs to be in addition to limits of liability.
- b. Broadened Commercial General Liability Form, including products and completed operations coverage.
- c. Bodily injury definition to include mental anguish, shock, emotional distress, humiliation and fright and the use of reasonable force to protect persons.
- d. Personal injury to include contractual and claims by employees, and malicious prosecution or abuse of process.
- e. Non-owned watercraft up to 50 feet.
- f. Non-owned aircraft (hired, chartered, loaned with crew).
- g. Blanket contractual liability (without limitations) (umbrella exclusions should track with those eliminated or modified in the General Liability policy).
- h. Explosion, collapse, and underground damage.
- i. Host Liquor Liability.
- j. Liability for incidental first-aid facilities and treatment.
- k. Professional services coverage, including for architects, surveyors, and engineers.
- l. Worldwide liability.

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- m. Pollution liability or loss arising from or related to a hostile fire; heating, air conditioning, and dehumidifying equipment; equipment used to heat water for personal use by building occupants or guests; chemical or pollutant releases inside or outside building premises; sewer/drain back-up; contractor or service work materials, fumes, gases, or vapors; mobile equipment operating fluids; lawful use or application of chlorine or sodium hypochlorite in the insured's sewage treatment, retention ponds, pools, maintenance, or water purification operations; lawful use or application of any pesticide or herbicide; use or application of any fire fighting or emergency response services at, on, or in any premises other than a waste site.
- n. Aggregate limit to apply per location.
- o. Liability for the operation of mobile equipment to be provided in the General Liability policy. Please disclose where the coverage will apply. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered autos.
- p. Provide an option for sublimit for mold, fungi, and bacteria.
- q. Fundraising events.
- r. Property damage caused by the reverse flow of sewage.
- s. Property in the care, custody and control or broad form property damage.
- t. Include volunteers as insureds.
- u. Newly acquired, leased, and erected properties for at least 180 days.
- v. Identity theft, misuse or misappropriation of personal identifying information, and resulting loss or liability, by any means.
- w. Media, personal injury, including libel, slander, and cyber liability or other loss or other liability arising from any City website, web-blog, electronic bulletin board, intra-district e-mail communications, radio stations and other internet/web communications.
- x. Additional Insured – Required by written contract, written agreement or permit

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4. Delete any limitations for the following:
  - a. Exclusion for fellow employee claims. Employees, volunteers, and interns as additional insureds, including “fellow employee” claims, executive officers, and directors.
  - b. Riot, civil commotion, or mob action exclusion.
5. Exposures
  - a. See Folder D on the Web Portal.

**B. EMPLOYERS LIABILITY (Ohio Stop Gap)**

1. Current Limits:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee

Payroll = See Folder D on the Web Portal.

2. Broad form language providing defense and indemnity for Employers Liability for intentional tort as defined by the O.R.C. Section 2745.01, *et seq.*

**C. EMPLOYEE BENEFITS LIABILITY**

1. Current Limits: \$1,000,000 Each wrongful act  
\$3,000,000 Aggregate
2. Deductible: \$ 1,000
3. Retro date: None
4. Exposure: See Folder D on the Web Portal.  
Population: 13,542

**D. EMPLOYMENT PRACTICES LIABILITY**

1. Coverage for wrongful acts including employee practices liability.
2. Limits: \$1,000,000 Each wrongful act  
\$3,000,000 Aggregate
3. Deductible: \$ 10,000
4. Consideration will be given for higher limits.

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5. Third Party claims for EPLI.
6. Include coverage for back pay/front pay.

**E. AUTOMOBILE COVERAGE**

1. Current Limits: \$1,000,000 Liability - Symbol 1 – Any Auto – includes Hired and Non-Owned Auto Liability  
\$ -0- Uninsured and Underinsured Motorist Coverage  
Show options of \$25,000 and \$50,000  
\$ 50,000 Hired Physical Damage
2. Deductibles: \$ 500/\$2,500 Comprehensive & Collision  
\$ 500/\$2,500 Comprehensive/Collision – Hired Auto  
\$ 2,500 Liability, Per Accident  
Liability options for retentions of \$-0-, \$500, and \$1,000 are encouraged.
3. Number of Vehicles: Refer to Folder C - Vehicle List on the Web Portal
4. Requested Policy Requirements/Other

Extended by inclusion or deletion of exclusions (or by separate contract) to cover insurance liability including but not limited to the following:

- a. All vehicles owned or leased at inception date or which are acquired during the policy period.
- b. Provide auto contractual – any auto.
- c. Provide coverage for hired/non-owned vehicles.
- d. Hired Physical Damage – note limit.
- e. Delete any fellow employee claim limitation.
- f. Extended medical, including loading, unloading, and crossing, \$5,000 limit.
- g. Broadened Auto Endorsement to include such coverages as towing and labor, rental reimbursement and hired car physical damage.
- h. Physical damage coverage shall apply to accessory items in vehicles including radios – unless specifically covered as inland marine.

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- i. The Who Is An Insured section of the policy should be expanded to include employees as insureds and coverage **excess** of the employees and volunteers personal coverage for loss arising out of the use of a personally owned or member household owned vehicle on City business. This can be accomplished by adding ISO Form CA9933 or its equivalent so as to modify the “who is an insured” language within the Business Auto Coverage Form.
- j. Add Form CA 9948 – Limits application of pollution exclusion to that assumed under contract – show as **option**.
- k. Current coverage is RCV.

**F. GARAGEKEEPERS LIABILITY**

- 1. Limits: \$ 50,000 Per Occurrence  
Deductible: \$ 500 Per Vehicle

**G. LAW ENFORCEMENT LIABILITY**

- 1. Current Limits: \$1,000,000 Annual Aggregate  
\$1,000,000 Each Law Enforcement Wrongful Act  
\$ 10,000 Medical Payments
- 2. Deductible: \$ 5,000  
Options for retentions of \$10,000, \$25,000, and \$50,000 will be considered.
- 3. The current Law Enforcement coverage is occurrence based.
- 4. Extended by inclusion or deletion of exclusions (or by separate contract) to cover insurance liability including but not limited to the following:
  - a. Coverage to extend to officers, volunteers and employees.
- 4. Coverage shall extend to judicial and administrative proceedings.
- 5. Extend coverage to include “moonlighting” activities.
- 6. The City shall have the right to consent to settle.
- 7. If claims-made, full prior acts coverage.
- 9. Specify/explain any settlement clause or limitation (A/K/A hammer clause).

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10. Include coverage for non-monetary suit defense.
11. Insured has the right to select defense counsel.

**H. PUBLIC OFFICIALS LIABILITY, INCLUDING EMPLOYMENT PRACTICES LIABILITY**

1. Current Limits:           \$1,000,000 Annual Aggregate  
                                      \$1,000,000 Each Public Officials Wrongful Act  
                                      \$1,000,000 Each Employment Practices Wrongful Act
2. Deductible:               \$ 5,000  
                                      Options for retentions of \$10,000, \$25,000, and \$50,000  
                                      are encouraged. Higher limits will be considered.
3. The current Public Officials coverage is claims-made with no pending and prior litigation date and no retroactive date and provides coverage for claims first made against the insured during the policy period and reported to the insurer pursuant to policy terms and conditions.
4. Extended by inclusion or deletion of exclusions (or by separate contract) to cover insurance liability including but not limited to the following:
  - a. Defense costs shall erode and be part of the deductibles/retentions.
  - b. Coverage to extend to appointed and elected officials, officers, volunteers and employees.
  - c. Coverage shall extend to judicial and administrative proceedings.
  - d. The City shall have the right to consent to settle.
  - e. Full prior acts coverage.
  - f. Specify/explain any settlement clause or limitation (A/K/A hammer clause).
  - g. Third party coverage.
  - h. Include coverage for front pay/back pay.
  - i. Include coverage for non-monetary suit defense.



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**I. ABUSE AND MOLESTATION**

1. Limits:           \$1,000,000 Each Occurrence  
                          \$1,000,000 Aggregate
2. State if a limit for abuse and molestation is included in the General Liability coverage and/or Law Enforcement, if coverage is separate.
4. Include coverage for Innocent Party Defense.
5. Defense and Indemnity to be included.
6. Current coverage is silent, prefer expressed grant of coverage.

**J. BREACH OF PRIVACY AND CYBER LIABILITY**

1. Current Limits:       \$1,000,000 Annual Aggregate  
                                  Options for \$2,000,000 limits are requested.
2. Retention:           \$ 10,000
3. Coverages Requested:
  - a. Network and Information Security
  - b. Communications and Media Limit
  - c. Regulatory Defense Expense
  - d. Crisis Management Expense
  - e. Computer Fraud
  - f. Funds Transfer Fraud
  - g. E-Commerce Extension
  - h. Business Interruption
  - i. Social Engineering
4. Other Policy Requirements:
  - a. Must include coverage for Unauthorized Access and Use
  - b. Worldwide coverage

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- c. Soft Hammer Clause, if applicable
- d. Indicate if Notification Expense is by individual or dollar amount
- e. Notification Expense trigger to be voluntary
- f. Extend coverage for accidental disclosure of records/documents
- g. Choice of Law State – Ohio
- h. Delete Insured vs. Insured exclusion
- i. Cyber terrorism to extend to attacks politically motivated and designed

**K. UMBRELLA LIABILITY**

1. Current limits: \$5,000,000 Each occurrence  
\$5,000,000 Products/Completed Operations Aggregate  
\$5,000,000 General Aggregate  
Options for \$10,000,000 limits are requested.
2. Coverage should be at least as broad as the underlying.
3. State required minimum underlying limits for General and Auto Liability exposures.
4. Umbrella liability shall respond excess of all underlying or primary coverages, including:
  - Auto Liability
  - General Liability
  - Employee Benefits Liability
  - Employers Liability
  - Abuse and Molestation
  - Public Officials Liability
  - Employment Practices Liability
  - Law Enforcement Liability
5. Include coverage for the following:
  - a. Per location aggregate.
  - b. Defense outside the limits.

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**III. PROPERTY INSURANCE**

**The insured’s interest in or legal responsibility for Real or Personal Property, Boiler and Machinery and Time Element.**

The property values and other data shown in Folder A, Statement of Values file under the City’s file on the Web Portal are estimated 100% replacement cost and are to be used for the purpose of comparison of proposals only. They are not guaranteed, and the successful proposer shall have an opportunity to adjust the basis of premium charges (not rates) if a serious discrepancy appears between stated and actual values.

**A. PROPERTY**

1. Broad blanket “all risk” form of coverage on all real property and personal property, including equipment breakdown, wherever located, scheduled or not, that the insured owns, operates, controls, or is under the obligation to insure for direct physical loss or damage, or for which the insured is legally liable, including valuable papers and records collection, fine arts collections, including new construction, additions, alterations, temporary structures, materials, equipment and supplies for new construction, building or structures, permanently attached underground pipes, tanks, flues and drains, foundations and footers, retaining walls, electronic data processing equipment, data and media, architect’s fees, property in the open and underground, bridges, roadways, walks, patios, or other paved surfaces; personal property of others in the insured’s care, custody or control, while in transit or otherwise, on a replacement cost basis, not subject to any coinsurance conditions, *i.e.* agreed amount basis.

Refer to Folder A. Statement of Values file under the City’s file on the Web Portal for COPE information and values.

2. Current Limits:

Coverage	Description	No less than the following limits/sublimits:
Accounts Receivable		\$ 250,000
Business Income		\$ 100,000
Communication Towers		\$ 100,000
Debris Removal	Additional Limit	25% of loss
EDP Data and Media		\$ 250,000
EDP Hardware		\$ 250,000
Emergency Portable Equipment		\$ 250,000
Extra Expense		\$ 500,000 per location
Fairs or Exhibitions		\$ 50,000
Fine Arts		\$ 25,000 any one occurrence
Fire Department Service Charge		\$ 5,000
Fire Equipment Recharge		\$ 5,000
Foundations of Machinery		\$ 500,000
Fungus, mold mildew or bacteria		\$ 15,000
Inventory or Appraisal		\$ 10,000
Animal Mortality		\$ 10,000
Newly Acquired or Constructed Property	At least 90 days	\$1,000,000 Buildings \$ 250,000 Personal property

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Electrical Utility Services Interruption		\$ 25,000
Ordinance or Law	Including undamaged portion, demolition, building laws, time element and increased cost of construction for all locations	\$ 500,000 Apply to both real & business income - Prefer limit be included w/in Blanket Limit - State if separate
Outdoor Property		\$ 10,000
Paved Surfaces		\$ 100,000
Personal Property away from premises/in transit		\$ 100,000
Personal Effects of Others		\$ 50,000
Pollutant Clean Up and Removal		\$ 100,000
Property in Transit		\$ 25,000
Sewer Back up	Specify if Included in Flood	\$ 100,000
Theft Damage to Non-Owned Buildings		\$ 50,000
Transit		\$ 25,000
Unnamed Locations		\$ 250,000
Underground pipes, flues or drains		\$1,000,000
Valuable Papers		\$ 250,000

3. Deductibles:
- |           |   |
|-----------|---|
| \$ 2,500  | Building and Personal Property                  |
| \$ 50,000 | Flood   |
| \$ 50,000 | Earthquake                                      |
| \$ 2,500  | Equipment Breakdown                             |
| \$ 1,000  | EDP, Ground Maintenance & Contractors Equipment |

4. Options: Deductibles in alternative amounts of \$5,000, and \$10,000 would be considered by the City.

5. Loss control and safety engineering services:

These services have consistently been and are currently provided by the incumbent insurer. Proposers should fully disclose their engineering capabilities, including the location and qualifications of the engineers available.

6. Valuation:

- Insured to retain the right to elect not to replace real and/or personal property damaged and still obtain loss settlement on a replacement cost basis, if the loss proceeds are utilized for other capital expenditures related to the insured's operations. (State if not provided.)
- Extra Expense is to be Actual Loss Sustained, without limitation or coinsurance. If monthly limitation, it must be 100%/100%/100%.
- Buildings are to be repaired or replaced using the same materials, workmanship and architectural features and historical details which existed before the loss.
- EDP equipment is to be replacement cost.

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7. Requested Policy Requirements/Other:

Include coverage for the following:

a. Flood:

- i. Broad perils flood and water damage requested to include property coverage for loss caused by leakage through walls, floors, underground flues and drains, the back-up of sewers and drains and by surface water run-off; flood; surface waters; rising waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water or the spray therefrom; or sewer/drain back-up resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss including if driven by wind or not.
- ii. Flood limits: Minimum of \$500,000 per occurrence currently with options for \$1M/\$5M/\$10M.
- iii. Flood zone restrictions must be clearly stated.
- iv. Deductible options must be disclosed.
- v. The cost to provide Flood coverage should be clearly identified.

b. Earth Movement:

- i. Any natural or man-made earth movement including, but not limited to earthquake or landslide regardless of any other cause or event contributing concurrently or in any other sequence of loss.
- ii. Earthquake limits: Minimum of \$500,000 per occurrence currently with options for \$1M/\$5M/\$10M.
- iii. Earthquake zone restrictions must be clearly stated.
- iv. Deductible options must be disclosed.
- v. The cost to provide Earthquake/Earth movement coverage should be clearly identified.

c. Construction Management and Design Professional fees to be included in loss settlement.

d. Personal property while airborne or waterborne.

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- e. Full glass coverage. No sublimit to apply.
  - f. Collapse:
    - i. Prefer all risk versus specified perils. Disclose which is proposed.
    - ii. Prefer coverage to apply for all property, without requirements there first be collapse of a building.
  - g. Transit coverage shall extend to Valuable Papers and Records that are being conveyed outside the buildings and while temporarily within other premises, except storage.
8. Delete any limitations for the following:
- a. Vacancy condition, restriction, or clause.
  - b. Exclusion for cost of excavating and backfilling.
  - c. Policy language requiring rebuilding on the same premises as loss location.
  - d. Protective Safeguards Endorsement.
  - e. Restrictions for gutters and downspouts.
  - f. Buildings are to be repaired or replaced using the same materials, workmanship and architectural features and historical details which existed before the loss.
  - g. Include property damage for off premises service interruption.

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**B. EQUIPMENT BREAKDOWN**

A list of boiler and machinery objects is not available. It is expected that proposers may wish to inspect each location, adding or deleting objects as is deemed necessary for rating purposes.

The successful proposer must provide inspections on all objects required by state or municipal laws or regulations.

Coverage is desired on a broad basis, including replacement cost. Unfired pressure vessels are automatically included for explosion in the extended coverage part of a property policy. However, an initial routine inspection should be included to assure that equipment is properly installed and maintained.

The current Equipment Breakdown limit is the same as the limits of the Property Policy.

**C. INLAND MARINE**

1. Current Limit:           \$ 1,463,698 Scheduled Property  
                                  \$ 525,000 Miscellaneous Articles  
                                  \$ 250,000 Emergency Portable Equipment  
                                  \$ 2,238,698 All Covered Property
2. Deductible:             \$ 1,000
3. RCV valuation.
4. See Folder C on the Web Portal - Vehicle List.

**D. CRIME**

1. Limits:           \$ 500,000 Public Employee Dishonesty  
                          \$ 250,000 Forgery or Alteration  
                          \$ 250,000 Computer Fraud  
                          \$ 25,000 Theft of Money/Securities – Inside  
                          \$ 25,000 Theft, Disappearance and Destruction – Outside

Please present limit options of \$500,000 and \$1,000,000.

**NOTE:** Current coverage limits are less than the above requested limits. Current coverage is Loss Sustained.

2. Deductible:       \$ 2,500 Per Occurrence  
Deductible options up to \$10,000 will be considered.

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3. Extended by inclusion or deletion of exclusions (or by separate contract) to cover insurance liability including but not limited to the following:
- a. "Employee" defined to include all employees, including police officers, judges and referees.
  - b. Exclusions for bonded employees, such as Finance Director, Tax Collector, or any other employee required by law to be bonded, must be deleted. Coverage to be excess of bonded amount.
  - c. Faithful performance of duties coverage required.
  - d. Loss under prior bond – Proposer must confirm the proposed policy/bond will apply to loss sustained by or caused to the insured prior to or during the new bond period. The policy must also provide coverage for a loss discovered after the beginning of the new bond and prior to the expiration of three (3) years from the cancellation of this new bond.
  - e. Add Welfare and Pension Plan Endorsement. Deductibles, if any, must be waived for this endorsement.

**IV. CONTACT INFORMATION**

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**END OF PROPOSAL**